

# User Agreement

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## Welcome to Gemini!

Welcome! Thanks for visiting Gemini, a digital asset platform operated by and proprietary to Gemini Trust Company, LLC, a New York trust company (d/b/a Gemini Exchange, LLC in AZ, CA, DE, FL, HI, ID, IL, KS, MA, MI, MN, NC, ND, NM, OH, OR, SD, UT, and VA; d/b/a Gemini Exchange in AK and WA). You agree and understand that by signing up to Gemini and opening an account, you are agreeing to enter into this user agreement (the “User Agreement”) by and between you and Gemini Trust Company, LLC, and be legally bound by its terms and conditions, so please read them carefully. Please also note that there may be specific terms or conditions applicable to you as a user in a given jurisdiction, as detailed herein. If any term or condition of this User Agreement is unacceptable to you, please do not visit, access, or use Gemini. Use of the words “we,” “us,” or “our” in this User Agreement refers to Gemini Trust Company, LLC and any or all of its affiliates.

## Using our services

By signing up to Gemini and opening an account, you represent and affirm that you are at least 18 years old, have the legal capacity to enter into this User Agreement by and between you and Gemini Trust Company, LLC, and agree to be legally bound by the terms and conditions of this User Agreement in their entirety.

You agree and understand that by logging into your account or authenticating to our application programming interface (“API”) with your API key (“API Authenticating” or “API Authentication”) following any change to this User Agreement, your login or API Authentication, as applicable, shall constitute your agreement to the amended User Agreement by and between you and Gemini Trust Company, LLC, and you agree to be legally bound by its terms and conditions as amended. Among other things, this means that, if you log into your account or API Authenticate following an amendment to this User Agreement, transactions that you or others have already undertaken, and benefits, such as trading fee discounts and rebates that you or others have earned, could be affected by the amended terms and conditions of this User Agreement. See, for example, the ‘Account Termination’ and ‘Account Remedies for Breach’ sections. You should, therefore, read this User Agreement from time to time. You agree and understand that we have the right to require your affirmative assent and continuing acceptance of this User Agreement, from time to time, as a condition of you accessing or using any Gemini Services (as defined below), logging into your account, or API Authenticating, as applicable. If you do not agree to be bound by this User Agreement, you should not access or use any Gemini Services, login to your account, or API Authenticate. Should you disagree to this User Agreement (including any changes or amendments), please close your account in accordance with the Account Closure section.

In order to use Gemini and the Gemini Services, you must first successfully provide the required identification information pursuant to our Bank Secrecy Act (“BSA”) and Anti-Money Laundering (“AML”) Compliance Program (collectively, our “BSA/AML Program”).

Please note that the section on Dispute Resolution contains an arbitration clause and class action waiver. By agreeing to this User Agreement, you agree to resolve all disputes through binding individual arbitration, which means that you waive any right to have the dispute decided by a judge or jury, and you waive any right to

participate in collective action, whether that be a class action, class arbitration, or representative action.

Feel free to print and keep a copy of this User Agreement, but please understand that we reserve the right to change any of these terms and conditions at any time. But don't worry, you can always find the latest version of this User Agreement here on this page.

## **Applicable Laws and Regulations**

Your conduct on Gemini is subject to the laws, regulations, and rules of any applicable governmental or regulatory authority (the "Applicable Laws and Regulations") including, but not limited to:

- Money Service Business ("MSB") regulations under the Financial Crimes Enforcement Network ("FinCEN");
- State money transmission laws;
- Laws, regulations, and rules of relevant tax authorities;
- Applicable regulations and guidance set forth by FinCEN;
- The Bank Secrecy Act of 1970 ("BSA");
- The USA PATRIOT Act of 2001 ("Patriot Act");
- AML/CTF provisions as mandated by U.S. federal law and any other rules and regulations regarding AML/CTF;
- Issuances from the Office of Foreign Assets Control ("OFAC");
- The New York Banking Law (the "NYBL");;
- Regulations promulgated by the New York Department of Financial Services ("NYDFS") from time to time.
- The National Futures Association ("NFA");
- The Financial Industry Regulatory Authority ("FINRA"); and
- The Commodity Exchange Act ("CEA").

You unequivocally agree and understand that by signing up to Gemini and opening an account and using Gemini in any capacity, you agree and understand to act in compliance with and be legally bound by this User Agreement as well as the Applicable Laws and Regulations. For the avoidance of doubt, the receipt of all trading fee discounts and rebates and continued use of your account is

conditioned on continued adherence at all times to this User Agreement and all Applicable Laws and Regulations.

## **Digital Assets**

As used herein, “Digital Asset” means a digital asset (also called a “cryptocurrency,” “virtual currency,” “digital currency,” or “virtual commodity”), such as bitcoin or ether, which is a digital representation of value based on (or built on top of) a cryptographic protocol of a computer network.

## **Your Gemini Account**

### **Account Opening**

Only individuals or institutions that have opened an account (“Gemini Account”) and successfully completed our BSA/AML Program are considered Gemini customers (each, a “Gemini Customer”). If you would like to provide access to your Gemini Account to another individual or institution, this individual or institution must register a user account (“User Account”) to your Gemini Account and successfully complete our BSA/AML Program. You agree that you will not allow any persons who have not successfully completed our BSA/AML Program to access or use your Gemini Account. Subject to our BSA/AML Program, (i) your spouse or domestic partner may create a User Account that will link to the same Gemini Account and (ii) a Gemini Account may be opened on behalf of an institution by a beneficial owner and/or designated representative of the said institution. By doing so, you warrant and agree that you are a beneficial owner and/or designated representative of the said institution. You hereby authorize us, or a third-party service provider, to take any measures that we consider necessary to verify and authenticate your identity, confirm the information you submit about your linked bank account, and to take any action we deem necessary based on the results. To the extent that you would like more

information on completing our BSA/AML Program, or adding another person to your account, please email [compliance@gemini.com](mailto:compliance@gemini.com).

## **Account Types**

In order to access Gemini, you must register and open a Gemini Account. Each Gemini Account has the following subaccounts:

- One or more associated User Accounts;
- A fiat currency account ("Fiat Account") that reflects its fiat currency balance; and
- A Digital Asset account ("Digital Asset Account") that reflects its Digitals Asset balance. Each Digital Asset Account is subdivided into a depository account ("Depository Account") and a custody account ("Custody Account").

For information on Gemini's custody services ("Custody Services"), please see our Custody Services page here:

<https://gemini.com/custody>

Access to your Gemini Account is limited solely to the individuals who have successfully registered and opened an associated User Account. You agree that you will not grant any person access to your User Account, except as described herein, as granting access may violate Applicable Laws and Regulations.

## **Account Access**

You are only permitted to access your Gemini Account using your User Account login credentials and other required forms of authentication. We require multi-factor authentication to keep your User Account safe and secure. As a result, you are required to use at least two forms of authentication when accessing your User Account and performing certain operations in your Gemini Account. Forms of multi-factor authentication in addition to your login credentials may include verification tokens delivered through short message service ("SMS") or a specified and supported two-factor authentication ("2FA") application. If you choose to install and use a 2FA application on a device (e.g., phone or tablet) on which the operating system has been tampered with in any way, you do so at your

own risk. This includes, but is not limited to, a “rooted” (Android) or “jailbroken” (iOS) device. We reserve the right in our sole discretion to prohibit access from or by any device on which the operating system has been or is suspected of having been modified or tampered with. You agree that we may provide your 2FA data to a third-party service provider in order to help us authenticate you.

You agree that your User Account login credentials and any other required forms of authentication, where applicable, have been chosen by you, when applicable.

You also agree to keep your User Account login credentials and any other required forms of authentication, including your API keys, confidential and separate from each other, as well as separate from any other information or documents relating to your Gemini Account and your User Account.

You agree and understand that your disclosure of login information to third parties may negate our user authentication measures and allow unauthorized access to your account. You agree that we cannot be held liable for unauthorized access or other loss resulting from your disclosure or other transmission, whether intentional or inadvertent, of your login information to third parties.

*You agree and understand that you are solely responsible (and you will not hold us responsible) for managing and maintaining the security of your User Account login credentials and any other required forms of authentication, including your API keys. You further agree and understand that, we are not responsible (and you will not hold us responsible) for any unauthorized access to or use of your User Account and/or your Gemini Account.*

You agree and understand that you are responsible for monitoring your User Account and Gemini Account. If you notice any unauthorized or suspicious activity in your account, including any potential ransomware payments or transactions that may involve Sanctioned Persons, please email [support@gemini.com](mailto:support@gemini.com) or [fraud@gemini.com](mailto:fraud@gemini.com) and notify us immediately.

## **Account Communication**

You agree and understand that all communication with you will be via email. We will use the email address on record for your User Account as our primary means of communicating with you. You acknowledge and understand that this is the only authorized way to contact us. Third parties may advertise or publish alternative ways to contact us or use other measures to pose as Gemini. We cannot verify the authenticity of any such alternative contacts, and they pose a risk of fraud and other malfeasance, so we strongly recommend you do not attempt to contact us using these methods. You agree that we cannot be held liable for unauthorized access to your account or other loss resulting from such fraud or other malfeasance by third parties. To ensure that you receive all of our communications, you agree to keep your email address up-to-date and immediately notify us if there are any changes. Delivery of any communication to the email address on record is considered valid. If any email communication is returned as undeliverable, we retain the right to block your access to Gemini until you provide and confirm a new and valid email address.

## **Account History**

Your transaction history ("Transaction History") is always available on Gemini. Your Transaction History contains all of your trading activity, including pending transactions, deposits and withdrawals, as well as your Fiat Account and Digital Asset Account balances; however, please note that nothing in your Transaction History should be treated as a valuation.

We use commercially reasonable efforts to assure that the information contained in the notices we send you and your Transaction History is accurate and reliable; however, please understand that errors may sometimes occur and such errors do not impact the actual means and results of a given transaction.

Any transaction listed in your Transaction History or other communication including, but not limited to, receipts sent to your email on record shall be deemed and treated as authorized and correct, approved, and confirmed by you unless we

receive Written Notice (as defined herein) to the contrary within three calendar days from the date the communication was sent.

## **Account Review and Acknowledgment**

It is important for you to understand that it is your sole responsibility to review your Transaction History and any notices. You also understand that for the purposes of review and acknowledgment, you agree to be deemed to have reviewed your Transaction History and all notices on at least a monthly basis. If for any reason you are unable to do so, or you do not receive our communications, it is your responsibility to visit our [Help Center](#) and notify us immediately.

You understand that every communication sent to your email on record will be deemed to have been acknowledged as correct, approved, and confirmed by you unless we have received Written Notice to the contrary within three calendar days from the date the communication was sent.

We retain the right to make changes or adjustments to your Fiat Account and/or Digital Asset Account as necessary and appropriate, and in our sole discretion, to comply with any Applicable Laws and Regulations or to ensure market integrity. Please see the 'Erroneous Orders' and 'Erroneous Trades' sections for more information.

## **Account Closure**

You may close any of your accounts at any time. You agree and understand that closing an account will not affect any rights and obligations incurred prior to the date of account closure. You may be required to either cancel or complete all open orders and, in accordance with the provisions of this User Agreement, provide transfer instructions of where to transfer any fiat currency and/or Digital Assets remaining in your account. You are responsible for any fees, costs, expenses, charges, or obligations (including, but not limited to, attorney and court fees or transfer costs of fiat currency or Digital Assets) associated with the closing of your account. In the event that the costs of closing of your account exceed the



value in your account, you will be responsible for reimbursing us. You may not close any of your accounts to avoid paying any fees otherwise due or to avoid any examination related to our BSA/AML Program.

## **Account Suspension**

You agree and understand that we have the right to immediately (i) suspend your account and all accounts beneficially owned by you and any members of your household or for which you are a representative or authorized signatory and, in the case of entities, any affiliates (each, a “Related Account”), (ii) freeze/lock the funds and assets in all such accounts, and (iii) suspend your access to Gemini, until a determination has been made, if we suspect, in our sole discretion, you and/or any such accounts to be in violation of:

- Any provision of this User Agreement;
- Any Applicable Laws or Regulations;
- Our BSA/AML Program; or
- Our Marketplace Conduct Rules,

at any time since the opening of such account or Related Account (each, a “Conduct Violation”).

You further agree and understand that we have the right to immediately (i) suspend your account and any Related Account, (ii) freeze/lock the funds and assets in all such accounts and seek to recover additional funds in the event that the funds and assets in your accounts are insufficient to cover Gemini’s losses, and (iii) suspend your access to Gemini until a determination has been made, if:

- We are required to do so by a regulatory authority, court order, facially valid subpoena, or binding order of a government authority;
- The account is, or is related to any account that is, subject to any pending litigation, investigation, or governmental proceeding;
- The account has a negative balance for any reason;
- The account has a balance that needs to be reconciled for any reason;
- Your ACH deposit was returned to your bank;
- We believe someone is attempting to gain unauthorized access to the account;
- We believe there is unusual activity in the account;

- We believe your account was used to send or receive a ransomware payment;
- We believe you are using Gemini, your login credentials, or other account information in an unauthorized or inappropriate manner;
- The account is being accessed from a jurisdiction where we do not offer Gemini services; or
- The account has not been accessed in two years or more.

If your account has been suspended, you will be notified when accessing Gemini. We may, in our sole discretion, give Written Notice that your account has been suspended and may, in our sole discretion, disclose the reasons for suspension, if permitted to do so by law.

## **Account Investigations**

You agree and understand that we have the right to immediately investigate your account and any Related Account, if we suspect, in our sole discretion, that you and/or any such account has committed a Conduct Violation or otherwise been engaged in Prohibited Use or suspicious activity.

You further agree and understand that we have the right to immediately investigate your account and any Related Account, if:

- We are required to do so by a regulatory authority, court order, facially valid subpoena, or binding order of a government authority;
- The account is, or is related to any account that is, subject to any pending litigation, investigation, or governmental proceeding;
- The account is, or is related to any account that is, the property of a Sanctioned Person;
- The account was used to facilitate a ransomware payment;
- The account has not been accessed in two years or more.

We may, in our sole discretion, give Written Notice that your account is the subject of an investigation and may, in our sole discretion, share the general nature of the investigation, if permitted to do so by law.

If we suspect that an account has committed a Conduct Violation that pertains to our Marketplace Conduct Rules, we will give Written Notice and share the general nature of the allegations as well as the specific provisions of our Marketplace

Conduct Rules that appear to have been violated. You will have the right to submit, within seven calendar days from the date of notification, a written statement to our Chief Compliance Officer (“CCO”) explaining why no disciplinary action should be taken.

You agree and understand that upon our request and within the time frame designated by us, you and any related party are obligated to respond to any interrogatories in writing and to furnish any documentary materials and other information in connection with any investigation initiated pursuant to this User Agreement. You agree and understand that neither you nor any related party shall impede or delay any investigation or proceeding conducted pursuant to this User Agreement, nor refuse to comply with any request made pursuant to this User Agreement.

Following the conclusion of an investigation, our CCO will make, in his or her sole discretion, a determination based upon the weight of the evidence. If a suspected Conduct Violation pertains to our Marketplace Conduct Rules, our CCO may consider a variety of factors in assessing whether your conduct violated our Marketplace Conduct Rules, including, but not limited to:

- Whether your intent was to induce others to trade when they otherwise would not have;
- Whether your intent was to affect a price rather than to change your position;
- Whether your intent was to create misleading market conditions;
- Market conditions in the impacted market(s) and related markets;
- The effect on other market participants;
- Your historical pattern of activity;
- Your order entry and cancellation activity;
- The size of your order(s) relative to market conditions at the time your order(s) was placed;
- The size of your order(s) relative to your position and/or capitalization;
- The number of orders;
- Your ability to manage the risk associated with your order(s) if fully executed;
- The duration for which your order(s) was exposed to the market;

- The duration between, and frequency of, non-actionable messages;
- The queue position or priority of your order in the order book;
- The prices of preceding and succeeding bids, offers, and trades;
- The change in the best offer price, best bid price, last sale price, or other price that results from the entry of your order; and
- Your activity in related markets, including, but not limited to, the Cboe Exchange, Inc. ("Cboe"), Cboe BZX Exchange, Inc. ("BZX"), and the Cboe Futures Exchange, LLC ("CFE").

You agree and understand that if your account or any Related Account is determined, in our sole discretion, to have committed a Conduct Violation, we have the right to terminate any such accounts and take any and all necessary and appropriate actions pursuant to this User Agreement and/or Applicable Laws and Regulations.

## **Account Remedies for Breach**

You agree and understand that if you, your account, or any Related Account is determined, in our sole discretion, to have committed a Conduct Violation, we have the right to debit from your account or any Related Account (i) the value of any trading fee discounts or rebates that you or the holder of a Related Account has received in connection with this User Agreement at any time after one year preceding the date on which we become aware of the existence of the Conduct Violation and (ii) any other damages suffered by us as a result of the Conduct Violation. We also have the right to freeze/lock/seize funds and Digital Assets in your account, or any Related Account, where such funds and Digital Assets were credited to your account, or any Related Account in reliance on your obligation to fund the purchase price and you failed to fulfill such an obligation. In such an instance, we have the right to retain any such funds and Digital Assets, including any appreciation thereof. You further agree and understand that if we determine, in our sole discretion, that you have colluded, coordinated, and/or collaborated with any other User to commit a Conduct Violation, you and that User will be jointly and severally liable for the whole value of any trading fee discounts, rebates, and/or damages to which we are entitled under this subsection and any

such amounts may be debited, in our sole discretion, from your account, that User's account, or in each case, any Related Account. We will deduct any such amounts from the respective Fiat Account(s) and/or Digital Asset Account(s). You agree and understand that we have the right to offset: (i) negative balances in your Fiat Account by selling the necessary amount of Digital Assets in your Digital Asset Account on the open market at a price within 5% of the Prevailing Market Price, as determined by us in our discretion, to offset such negative balances; (ii) negative balances in your Digital Asset Account by buying the necessary amount of Digital Assets at the Prevailing Market Price, as determined by us in our discretion, to offset such negative balances with the fiat currency in your Fiat Account; and (iii) any and all debts owed to Gemini through the offset of balances of your account or any Related Account. "Prevailing Market Price" means the price of a cryptoasset calculated using the trailing 24hr US dollar denominated volume weighted average price calculated as of 4:00 pm ET U.S. by Gemini. If you disagree with any determination made or remedy exercised under this subsection, you may bring an arbitration action pursuant to the 'Dispute Resolution' section of this User Agreement.

## **Account Termination**

You agree and understand that we have the right to terminate your access to Gemini and any account at any time and for any reason, including for violation of this User Agreement or applicable law, and that if we do so, your rights and obligations under this User Agreement will continue. You further agree and understand that we have the right to take any and all necessary and appropriate actions pursuant to this User Agreement and/or Applicable Laws and Regulations. If your account is terminated, we will return your funds, less the value of any trading fee discounts, rebates, debts owed to Gemini, offsets, and/or damages that we are entitled to pursuant to this User Agreement. If your account is no longer subject to an investigation, court order, or subpoena, you authorize us to return your funds (less any trading fee discounts, rebates, debts owed to Gemini,

offsets, and/or damages to which we are entitled) to any bank account linked to your account, unless otherwise required by law. Subject to any rights Gemini may have against the balance of your account, if there is a Digital Asset balance remaining in your account, you agree to provide us with a Digital Asset address within seven calendar days upon receiving Written Notice, so that we can return the remaining Digital Assets to you. If you fail to do so, you hereby agree that we are permitted to sell any remaining Digital Assets on the open market at a price within 5% of the Prevailing Market Price, as determined by us in our discretion, and return the proceeds (less any trading fee discounts, rebates, and/or damages to which we are entitled) to any bank account linked to your account.

## **Legal Process**

You agree and understand that we, as well as our affiliates, service providers, their respective officers, directors, agents, joint venturers, employees and representatives (collectively, the “Gemini Service Providers”), may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process, which any of us reasonably and in good faith believe to be valid. We and any Gemini Service Provider may, but are not required to, notify you of such process by electronic communication. We and any Gemini Service Provider may charge you for associated costs, in addition to any legal process fees. You agree to indemnify, defend, and hold all of us harmless from all actions, claims, liabilities, losses, costs, attorney’s fees, or damages associated with our compliance with any process that any of us reasonably believe in good faith to be valid. You further agree that we and any Gemini Service Provider may honor any legal process, regardless of the method or location of service.

## **Right of Offset**

You agree and understand that we have the right to offset: (i) negative balances in your Fiat Account by selling the necessary amount of Digital Assets in your Digital

Asset Account on the open market at a price within 5% of the Prevailing Market Price, as determined by us in our discretion, to offset such negative balances; (ii) negative balances in your Digital Asset Account by buying the necessary amount of Digital Assets at the Prevailing Market Price, as determined by us in our discretion, to offset such negative balances with the fiat currency in your Fiat Account; and (iii) any and all debts owed to Gemini through the offset of balances of your account or any Related Account.

## **Unclaimed Funds**

If your account remains closed or dormant for a long enough period of time, we may be required, upon the passage of applicable time periods, to report any remaining funds in your account as unclaimed property in accordance with abandoned property and escheat laws. If this occurs, we will use reasonable efforts to give Written Notice. If you fail to respond to any such Written Notice within seven Business Days (as defined herein) or as otherwise required by law, we may be required to deliver any such funds to the applicable jurisdiction as unclaimed property. We reserve the right to deduct an administrative fee resulting from such unclaimed funds, as permitted by Applicable Law and Regulations.

## **BSA/AML Compliance**

Our BSA/AML Program is guided by the BSA, specifically, the AML and Counter-Terrorist Financing (“CTF”) provisions, as mandated by U.S. federal law, the Patriot Act, and all other relevant rules and regulations regarding AML and CTF. These standards are designed to prevent the use of Gemini for money laundering or terrorist financing activities. We take compliance very seriously and it is our policy to take all the necessary steps to prohibit fraudulent transactions, report suspicious activities, and actively engage in the prevention of money laundering and any related acts that facilitate money laundering, terrorist financing, sanctions evasion, or any other financial crimes.

## **Patriot Act Notification**

*Please also note that Section 326 of the USA PATRIOT ACT requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This federal requirement applies to all new users. This information is used to assist the United States government in the fight against the funding of terrorism and money-laundering activities.*

*What this means to you: when each person opens an account on Gemini, we will ask each person for his or her name, physical address, mailing address, date of birth, and other information that will allow us to identify him or her.*

## **Background Checks**

In furtherance of our BSA/AML Program, we reserve the right to require you to provide us with additional information and/or require you to undergo a background check prior to being authorized to use Gemini, or at any point thereafter, in accordance with Applicable Laws and Regulations.

## **Source of Funds**

You agree, represent, and warrant that all funds in your account, or funds exchanged or to be exchanged by you in the future on Gemini, are not the direct or indirect proceeds of any criminal or fraudulent activity.

You are not allowed to receive funds in your account from a sender other than yourself. Any funds you receive from a sender other than yourself will be considered unauthorized. We reserve the right to investigate the source of any funds in your account and determine, in our sole discretion, how to handle their disposition. Following our review of any funds in question and the circumstances by which you received them, we may determine that you are not the owner of such funds. If such a determination is made, we reserve the right to dispose of these funds in accordance with Applicable Laws and Regulations and in our sole discretion, which may include, returning them to the destination of their origin or to a charity of our choosing.



## **Sanctions Programs**

Pursuant to the economic sanctions programs administered in the countries where we conduct business, including, but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), we are prohibited from providing services or entering into relationships with certain individuals and institutions. In the event that we are required, in accordance with an OFAC sanctions program, other applicable government sanctions programs, or our policies designed to comply with these sanctions programs, we may: (i) suspend your account; (ii) terminate your account; (iii) restrict your account; (iv) return funds to the destination of their origin or to an account specified by authorities; (v) block funds in your account that are the property of a Sanctioned Person (defined in the 'Export Controls' section below), or (vi) require you withdraw funds from your account within a certain period of time. We are not responsible for any losses, whether direct or indirect, that you may incur as a result of our complying with Applicable Law and Regulations, the guidance or direction of any regulatory authority or government agency, or any writ of attachment, lien, levy, subpoena, warrant, or other legal order.

## **Prohibited Activity**

Gemini does not permit the use of the platform for any prohibited activity in a Gemini account, including but not limited to: use on any dark market, ransomware, mixing service (i.e., a mixer or tumbler used to obscure the source of funds), or illegal activity that would violate, assist in violation of, or cause Gemini to violate any Applicable Laws and Regulations (as defined in the 'Applicable Laws and Regulations' section), or which would involve proceeds of any unlawful activity (collectively, "Prohibited Activity").

You agree and understand that we have the right to immediately (i) suspend your account and any related account, (ii) freeze/lock the funds and assets in all such accounts, and (iii) suspend your access to Gemini, if we suspect, in our sole discretion, any such accounts to be in violation of our Prohibited Activity policy.

## **Gemini Exchange**

We operate an exchange (“Exchange”) that facilitates the buying and selling of Digital Assets. You may use your User Account to place orders (each, an “Order”) to buy and/or sell Digital Assets. When our Exchange matching engines (each, a “Matching Engine”) match Orders, a trade (each, a “Trade”) occurs. Unmatched Orders rest on their order book (each, an “Order Book”). Each Trade (i) transfers ownership between Users, (ii) is recorded on our internal ledger (“Exchange Ledger”), and (iii) is reflected through automatic adjustments to each User’s Digital Asset Account or Fiat Account. You agree to pay all fees associated with or incurred by your use of Gemini and understand that all fees will be debited from the applicable Gemini Account and all proceeds will be credited to the applicable Gemini Account. All Exchange trading activity is “off-chain” and not broadcast to a given blockchain.

## **Market Data**

Our Exchange generates data, including, but not limited to, pricing, volume, and other trade-related data (collectively, “Gemini Market Data”), which is publicly available via our website at [gemini.com](https://docs.gemini.com/) and our API here:

<https://docs.gemini.com/>

## **Market Data Agreement**

You agree and understand that by accessing or using, or in the case of OEMS Service Providers, disseminating Gemini Market Data, you are agreeing to enter into our market data agreement (“Market Data Agreement”), by and between you and Gemini Trust Company, LLC, and be legally bound by its terms and conditions, *so please read them carefully*. Our Market Data Agreement is available here:

<https://gemini.com/legal/market-data-agreement>

## **Market Data Fee Schedule**

For information on the Gemini Market Data fee schedule (“Market Data Fee Schedule”), please see our Market Data Fee Schedule page here:

<https://gemini.com/fees/marketplace>

You agree and understand that by accessing or using, or in the case of OEMS Service Providers, disseminating Gemini Market Data, you are agreeing to accept our Market Data Fee Schedule. We reserve the right to change, modify, or increase our Market Data Fee Schedule at any time. Any change to our Market Data Fee Schedule will be posted for at least three calendar days before it takes effect and no change will be in effect for less than 30 calendar days. You further agree and understand that by accessing or using Gemini Market Data following any change to our Market Data Fee Schedule, you are agreeing to accept our new Market Data Fee Schedule.

## **API Agreement**

You agree and understand that by accessing or using our API, you are agreeing to enter into our API agreement (the “API Agreement”) by and between you and Gemini Trust Company, LLC, and be legally bound by its terms and conditions, so please read them carefully. Our API Agreement is available here:

<https://gemini.com/api-agreement>

## **Order Types**

For information on Order types, please see our Marketplace page here:

<https://gemini.com/fees/marketplace#order-types>

There is no margin trading, options trading, or shorting offered on Gemini at this time.

## **Order Placement**

We are a full reserve exchange — you must deposit funds prior to placing an Order and you are not permitted to place an Order unless you have enough funds in your Gemini Account to satisfy your Order (i.e., all Orders are pre-funded). When you

place an Order, the full amount of funds required (including any fees) are placed on hold in your Gemini Account until your Order fills, expires, or is canceled. Any unfilled portion of your Order will remain on hold until it fills, expires, or is canceled. You agree that it is your responsibility to cancel any Order (in whole or in part) that you do not want to be filled. You understand that you may not be able to cancel an Order prior to it filling (in whole or in part) and that we are not liable to you for the completion of an Order after you have submitted a cancellation request. Any Order that exceeds the amount of available funds in your Gemini Account will be rejected.

Prior to the placement of an Order, you are required to review the following information:

- The amount of Digital Assets to be bought or sold;
- The gross purchase price (buy) or sale proceeds (sell) of your Order;
- Any fees or other charges associated with your Order;
- The net proceeds to be transferred into your Digital Asset or Fiat Account; and
- A notification which warns you that once your Order has been placed it may not be cancelable or otherwise undone (you may choose to hide this notice going forward).

## **Order Placement by Mobile Application**

You agree and understand that orders placed via our mobile application (the “Mobile Application” and each, a “Mobile Order”) are subject to each and every other provision of this User Agreement unless otherwise modified by this subsection. You also agree and understand that Mobile Orders are handled differently than Orders placed via our API or the Gemini ActiveTrader™ interface, both of which interact directly with our Exchange. Specifically, you further agree and understand that all Mobile Orders either: (i) execute against a principal market maker that is a Gemini Service Provider and affiliate (the “Liquidity Provider”), or (ii) are placed and, if conditions allow, executed on your behalf on our Exchange by the Liquidity Provider as an agency broker. You also agree and understand that the Liquidity Provider reserves the right to reject any Mobile Order for any reason,

including, but not limited to, rejecting a Mobile Order if it determines that it is unable to execute against it as a principal market maker because underlying market conditions, pricing, or other circumstances and risk factors have changed. Similarly, you agree and understand that the Liquidity Provider may reject any Mobile Order if it is unable to execute it on your behalf on our Exchange as an agency broker due to the market price moving such that the Mobile Order cannot be executed at or better than the specified price, the Mobile Order exceeds the maximum Mobile Order size limit on our Exchange, or Downtime. In any event, and absent unexpected technological interruptions or Downtime, a Mobile Order will not be pending for more than 60 seconds; that is, you will generally receive either a notice of execution or a notice of rejection within 60 seconds of placing a Mobile Order. You further agree and understand that the Liquidity Provider will be the exclusive counterparty to or agent for all Mobile Orders, as applicable, and that the affiliation between the Liquidity Provider and Gemini gives rise to certain potential or actual conflicts of interest. Without limitation, these conflicts include the fact that we have not established and do not intend to establish relationships with unaffiliated liquidity providers, for purposes of the Mobile Application, regardless of whether the terms and fees offered by such unaffiliated liquidity providers are more favorable to users of the Mobile Application. In addition, we may share various resources with the Liquidity Provider, including, but not limited to, office space, personnel, and systems.

You agree and understand that all Mobile Orders are subject to our [Mobile Fee Schedule](#) and that fees for Mobile Orders are not the same as, and may be higher than, fees for Orders placed via our API or the Gemini ActiveTrader™ interface. You further agree and understand that some or all of the fees you pay in connection with the placement and execution of Mobile Orders may be for the benefit of, and may be paid to, the Liquidity Provider.

You agree and understand that Mobile Orders may impact the liquidity conditions that may otherwise be available on our Exchange and that should the volume or

frequency of Mobile Orders increase or decrease, liquidity in our Exchange may similarly increase or decrease.

## **Order Placement by Website Application**

You agree and understand that orders placed via our website application (the “Web Application” and each, a “Web Order”) are subject to each and every other provision of this User Agreement unless otherwise modified by this subsection.

You also agree and understand that Web Orders are handled differently than Orders placed via our API or the Gemini ActiveTrader™ interface, both of which interact directly with our Exchange. Specifically, you further agree and understand that all Web Orders either: (i) execute against the Liquidity Provider, or (ii) are placed and, if conditions allow, executed on your behalf on our Exchange by the Liquidity Provider as an agency broker. You also agree and understand that the Liquidity Provider reserves the right to reject any Web Order for any reason, including, but not limited to, rejecting a Web Order if it determines that it is unable to execute against it as a principal market maker because underlying market conditions, pricing, or other circumstances and risk factors have changed.

Similarly, you agree and understand that the Liquidity Provider may reject any Web Order if it is unable to execute it on your behalf on our Exchange as an agency broker due to the market price moving such that the Web Order cannot be executed at or better than the specified price, the Web Order exceeds the maximum Web Order size limit on our Exchange, or Downtime. In any event, and absent unexpected technological interruptions or Downtime, a Web Order will not be pending for more than 60 seconds; that is, you will generally receive either a notice of execution or a notice of rejection within 60 seconds of placing a Web Order. You further agree and understand that the Liquidity Provider will be the exclusive counterparty to or agent for all Web Orders, as applicable, and that the affiliation between the Liquidity Provider and Gemini gives rise to certain potential or actual conflicts of interest. Without limitation, these conflicts include the fact that we have not established and do not intend to establish relationships with

unaffiliated liquidity providers, for purposes of the Web Application, regardless of whether the terms and fees offered by such unaffiliated liquidity providers are more favorable to users of the Web Application. In addition, we may share various resources with the Liquidity Provider, including, but not limited to, office space, personnel, and systems.

You agree and understand that all Web Orders are subject to our [Web Fee Schedule](#) and that fees for Web Orders are not the same as, and may be higher than, fees for Orders placed via our API or the Gemini ActiveTrader™ interface. You further agree and understand that some or all of the fees you pay in connection with the placement and execution of Web Orders may be for the benefit of, and may be paid to, the Liquidity Provider.

You agree and understand that Web Orders may impact the liquidity conditions that may otherwise be available on our Exchange and that should the volume or frequency of Web Orders increase or decrease, liquidity in our Exchange may similarly increase or decrease.

## **Order Placement by OEMS Service Providers**

You are permitted to use our API via a third-party order execution management system (“OEMS”) service provider or another type of third-party service provider (each, an “OEMS Service Provider”) to route your Orders to our Exchange and modify your Orders previously submitted to our Exchange (“OEMS Services”), however, you agree and understand that any such OEMS Service Provider must first be authorized by us to provide OEMS Services, and such authorization will only be granted by us to an OEMS Service Provider that enters into an OEMS Service Provider agreement (each, an “OEMS Service Provider Agreement”) with Gemini Trust Company, LLC. All OEMS Service Providers are subject to the terms and conditions set forth in such OEMS Service Provider Agreement, as well as the terms and conditions set forth in this User Agreement, our API Agreement, and our Market Data Agreement.

You agree to be responsible for all Orders and Order modifications placed on our Exchange through or by an OEMS Service Provider using your Gemini Account ID, you agree and understand that all such Orders will be treated as your Orders for all purposes, and you agree to accept and be bound in all respects by the terms of all Trades executed on our Exchange as a result of any Orders or instructions routed to our Exchange through or by an OEMS Service Provider using your Gemini Account ID, regardless of whether such Orders or instructions were submitted to our Exchange by an OEMS Service Provider in error.

You agree and understand that you are solely responsible (and you will not hold us responsible) for managing and maintaining the security of your User Account login credentials and any other required forms of authentication, including your API keys, even if you share them with an authorized OEMS Service Provider. You also agree and understand that we are not responsible (and you will not hold us responsible) for any unauthorized access to or use of your User Account and/or your Gemini Account, even if you share some or all of your login credentials and other required forms of authentication, including your API keys, with an authorized OEMS Service Provider. You further agree that in no event will we be liable to you for any damages, costs, or other liability in the event of (i) any Downtime, systems failure, error, interruption, delay, or other circumstance resulting in the inability of an OEMS Service Provider to connect to our Exchange, (ii) the inability of an OEMS Service Provider to provide OEMS Services, (iii) any errors or delays with respect to Orders or instructions submitted to our Exchange by or through an OEMS Service Provider, or (iv) other matters related to OEMS Services made available to you by an OEMS Service Provider.

We may terminate or suspend the authorization of an OEMS Service Provider to transmit Orders or instructions to our Exchange and provide OEMS Services, or your ability to place Orders and Order modifications on our Exchange via an OEMS Service Provider, for any reason and at any time, as determined in our sole discretion.



## Order Handling

You agree and understand that we do not guarantee that any Order you place will be filled. Orders that are active before Downtime (as defined herein), will be handled, once our Exchange resumes operations, as follows:

- If the Order was placed via an API key with the “Requires Heartbeat” feature activated it will be automatically canceled.
- If the Order was placed via the website interface, or via an API key without using the “Requires Heartbeat” feature, it will be active once our Exchange resumes operations.
- If you connect via FIX, you have the option of enabling “cancel upon disconnect” for all of your Orders. If you, or your technology provider (e.g., OEMS provider) do not enable “cancel upon disconnect,” you agree and understand that we are not responsible for your Orders executing at disadvantageous prices or any other losses associated with your Orders not being cancelled during Downtime.

You agree and understand that we reserve the right to cancel any Order, or remaining portion of any Order, if:

- Any such Order was placed and/or active during Downtime;
- Any such Order triggers our Marketplace Controls; or
- Any such Order is materially non-marketable.

You agree and understand that Orders may be subject to, and we shall have no liability for, delays, difficulties, and/or conditions affecting transmission or execution of Orders over which we have no control, including, but not limited to, mechanical or electronic failure or market congestion.

You agree and understand that contingent Orders, including, but not limited to, “Stop” and “Stop-Limit” Orders, will not necessarily limit your losses to the intended amounts, since market conditions may make it impossible to execute such Orders at a price close to the Stop Price or at all.

You agree and understand that we reserve the right to require all Orders to pass automated compliance checks. If your Order is flagged for review by any of these checks or if it meets certain defined criteria, it may require our manual review and

approval. We will use commercially reasonable efforts to review such Orders on a timely basis, but we are not liable for any delays. If at any time you are in any doubt about the status of your Order, you can view your Order status on Gemini. We may cancel any Order flagged for review. Lastly, we may require you to confirm your Order via telephone or another form of authentication prior to execution.

## **Order Settlement**

All Orders that are filled, executed, or matched (in whole or in part) (each, a "Trade"), settle immediately and are recorded on our Exchange Ledger.

## **Order Receipts**

After your Order has been placed, we will send you an email confirming your Order (each, an "Order Receipt"), and an another email if your Order subsequently fills (in whole or in part) (each, a "Trade Receipt").

Orders Receipts contain the following information:

- The Order date, type, ID, amount, and pricing information if applicable;
- A notification which states that you have three calendar days to dispute your Order; and
- Contact information (including a phone number) for Gemini should you have any questions, need to register a complaint, or claim that your Order was not authorized (subject to applicable limits described herein).

Trade Receipts contain the following information:

- The Trade date, type, ID, amount, and pricing information;
- All fees charged;
- A notification which states that you have three calendar days to dispute your Trade; and
- Contact information (including a phone number) for Gemini should you have any questions, need to register a complaint, or claim that your Trade was not authorized (subject to applicable limits described herein).

Gemini maintains and retains records of your Transaction History for a period of no less than seven years.

Your Orders and Trades shall be deemed and treated as authorized and correct as ratified and confirmed by you unless we receive Written Notice to the contrary within three calendar days. It is your sole responsibility to review your Transaction History, Order Receipts, and Trade Receipts on a regular basis in order to meet the period set forth above.

## **Non-Primary Fiat Currency Transactions**

From time to time, you may desire to purchase or sell Digital Assets with a fiat currency other than a primary fiat currency (which list Gemini may publish and/or change from time to time). The market for Digital Asset transactions priced in non-primary fiat currencies may not be quoted and/or sufficiently liquid on the Exchange, especially compared to the markets for Digital Asset transactions priced in primary fiat currencies. You agree and understand that, in order for us to execute such a transaction, Gemini may need to enter into a foreign exchange transaction (a "FX transaction") with a third-party FX provider to exchange your non-primary fiat currency for a primary fiat currency, such as U.S. dollars. You authorize us to execute such FX transactions on your behalf, acting solely at our discretion as to timing and price (typically, within one or two Business Days at the current fair market rate). You agree and understand that we will complete your requested Digital Asset transaction on our Exchange using a primary fiat currency, the amount of which will be based on current market data provided by our third-party FX provider.

You agree and understand that the FX provider with which we execute FX transactions may be a partner of ours. You further acknowledge and understand that there may be a conflict of interest between you and us with respect to these transactions. In particular, and as an example only, our primary interest is in executing the Digital Asset transaction on our Exchange and we may have an interest in executing FX transactions quickly, even if such executions are not at the best available rates. You further agree and understand that we do not guarantee that you will receive the best possible rate (as compared to prices that

may be possible on other execution venues) on the execution of any FX transactions. You further agree and understand that the price quoted to you on the Exchange for the Digital Asset transaction may include, amongst other components, the spread charged by the FX provider. Therefore, you agree not to object to or otherwise bring a claim against us or any partner FX provider on the basis of such conflict or other similar issue related to a FX transaction.

## **Gemini Settlement and Gemini Clearing**

You agree and understand that the submission, acceptance and funding of bilaterally arranged and negotiated Supported Digital Asset transactions for settlement through Gemini's trade settlement platform (i.e., the delivery by Gemini of purchased Supported Digital Assets from seller's Gemini Account to buyer's Gemini Account and the delivery by Gemini of the corresponding purchase price from buyer's Gemini Account to seller's Gemini Account, in each case less any applicable fees owed to Gemini, collectively, "Gemini Clearing"), together with the enhanced functionality to settle multiple obligations in a single settlement block ("Gemini Settlement"), is subject to the applicable terms of this User Agreement. Gemini Settlement and Gemini Clearing are available only to Gemini Customers for [Supported Digital Assets](#) with respect to which Gemini provides trading services. You agree to submit any request to settle a transaction through Gemini Settlement or Gemini Clearing in the form and manner, and otherwise in accordance with the instructions, technical specifications and other information, that Gemini may require, either through the Gemini Settlement user interface, Gemini Clearing user interface or as otherwise instructed or requested by Gemini, and you agree and understand that Gemini may amend or revise these requirements from time to time, for any reason and without prior notice to you. You also agree and understand that Gemini may reject, refuse to settle or otherwise not complete any request to settle a transaction through Gemini Settlement or Gemini Clearing for any reason, and you agree that Gemini shall have no liability whatsoever to you, any transaction counterparty or any other party in connection with or arising out

of Gemini rejecting, refusing or otherwise not completing the settlement of a transaction through Gemini Settlement or Gemini Clearing. Gemini will not settle transactions through Gemini Settlement or Gemini Clearing: (i) if either party to a transaction has not fully funded its Gemini Account with the required amount of fiat currency or Supported Digital Assets, as applicable, at the time the transaction is scheduled to settle; (ii) if either party to a transaction has not confirmed its acceptance of the transaction to Gemini at the time the transaction is scheduled to settle; (iii) if either party to a transaction is not a Gemini Customer; or (iv) for any other reason as determined by Gemini in its sole discretion.

You agree and understand that Gemini may terminate or suspend your access to Gemini Settlement or Gemini Clearing at any time, for any reason and without notice, and you agree to be bound by and pay the fees applicable to your use of Gemini Settlement or Gemini Clearing, as Gemini may publish or otherwise communicate to you. You agree and understand that Gemini may provide Gemini Settlement or Gemini Clearing to certain Gemini Customers via bespoke or otherwise individually negotiated terms and conditions that are not generally available to all Gemini Customers.

## **Clearly Erroneous Transaction Policy**

We consider a transaction to be clearly erroneous when its price is substantially inconsistent with the market price at the time of execution (each, a “Clearly Erroneous Transaction”). In making a determination, we take into account the circumstances at the time of the transaction, the preservation of the integrity of the market, and the maintenance of a fair and orderly marketplace. You are responsible for ensuring that the appropriate price and Order type is entered into Gemini. A simple assertion that a mistake was made by you in entering an Order, or that you failed to pay attention to or update an Order, is not sufficient to establish it as a Clearly Erroneous Transaction. In the event such User Error results in a Transaction, you should take the following steps:

1. You should make us aware of the error trade in a timely manner (generally within 24 hours of the error trade execution); and
2. If you transact on behalf of another person or entity, you are responsible for ensuring the person or entity receives a price that is equal to, or better than, the price at which their original order would have otherwise been executed at (in the case where an equal or better price is not available, a cash adjustment to the customer account is sufficient). We bear no responsibility for User Errors.

You agree and understand that if we determine a transaction to be a Clearly Erroneous Transaction, we may declare it null and void, in whole or in part, even if you and/or the other party do not agree to cancel or modify it. In the event that we declare a transaction null and void, both parties to the trade must return the Digital Assets and/or fiat currency received in the transaction.

In determining whether a transaction is a Clearly Erroneous Transaction, we will consider the following:

- Suspicious trading activity;
- Violations of our Marketplace Conduct Rules;
- If there was a disruption or malfunction in the operation of any trading system or component of our Exchange, Gemini, a Gemini Service Provider, or a Digital Asset network ("Digital Asset Network"); or
- If there were extraordinary market conditions or other circumstances in which the nullification or modification of transactions may be necessary for the maintenance of a fair and orderly market.

We will make a determination and take any action pursuant to this Clearly Erroneous Transaction Policy as soon as practicable following a transaction. If you are a party to any action taken, we will notify you via Written Notice as soon as practicable.

## **Credit Card**

Using our Credit Card Services

If you have a Gemini Credit Card™ account, your use of the Gemini Credit Card is governed solely by the Cardholder Agreement that is provided to you.

Additionally, your use of the products, services or programs offered on the Card tab of our website or mobile app (the "Credit Card Services") is governed by any applicable terms specified under Credit Card at <https://www.gemini.com/legal> and any other disclosures and disclaimers provided to you in the course of using the Credit Card Services (collectively, the "Card Terms"), as well as the provisions in the Using Our Services, Applicable Laws and Regulations, Account Access, Privacy of Information, General Use, Prohibited Use and General Provisions sections of this User Agreement (collectively, the "General Terms").

Other than the applicability of the General Terms to the Credit Card Services, no other terms of this User Agreement shall apply to your Gemini Credit Card. In the event of a conflict between the Cardholder Agreement or Card Terms and the General Terms, the Cardholder Agreement or the Card Terms, respectively, will govern for purposes of your Gemini Credit Card account.

## **Marketplace**

For information on the Gemini marketplace, please see our Marketplace page here: <https://gemini.com/fees/marketplace/>

## **Marketplace Controls**

In an effort to foster a fair and orderly market, we have put in place marketplace controls ("Marketplace Controls"). For information on Gemini's Marketplace Controls, please see our Marketplace page here:

<https://gemini.com/marketplace/#marketplace-controls>

You agree and understand that your acceptance of this User Agreement is considered to be your acceptance of our Marketplace Controls. We reserve the right to change or modify our Marketplace Controls at any time. Any change to our Marketplace Controls will be posted for at least three calendar days before it takes effect and no change will be in effect for less than 30 calendar days. You agree that by logging into your account and/or authenticating to our API with your

API key and using Gemini following any change to our Marketplace Controls, you are agreeing to accept our new Marketplace Controls.

## **Marketplace Fee Schedules**

You agree and understand that your acceptance of this User Agreement is considered to be your acceptance of all of our marketplace fee schedules. We reserve the right to change, modify, or increase our marketplace fee schedules at any time. Any change to a marketplace fee schedule will be posted for at least three calendar days before it takes effect and no change will be in effect for less than 30 calendar days. You further agree and understand that by logging into your account and/or authenticating to our API with your API key and using Gemini, including using our Web Application and Mobile Application, following any change to a marketplace fee schedule, you are agreeing to accept such new marketplace fee schedule.

You agree to pay all fees associated with or incurred by your use of Gemini. For information on each of our marketplace fee schedules, please see below:

### **Web Fee Schedule**

For information on our Web Application fee schedule ("Web Fee Schedule"), please see our Web Fee Schedule page here:

<https://gemini.com/fees/web-fee-schedule>

### **Mobile Fee Schedule**

For information on our mobile application fee schedule ("Mobile Fee Schedule"), please see our Mobile Fee Schedule page here:

<https://gemini.com/fees/mobile-fee-schedule>

### **ActiveTrader™ Fee Schedule**

For information on our ActiveTrader™ fee schedule ("ActiveTrader Fee Schedule"), please see our ActiveTrader™ Fee Schedule page here:



<https://gemini.com/fees/activetrader-fee-schedule>

## **API Fee Schedule**

For information on our API fee schedule (“API Fee Schedule”), please see our API Fee Schedule page here:

<https://gemini.com/fees/api-fee-schedule>

## **Connectivity Fee Schedule**

For information on Gemini’s connectivity fee schedule (“Connectivity Fee Schedule”), please see our Connectivity Fee Schedule page here:

<https://gemini.com/fees/connectivity-fee-schedule>

## **Marketplace Conduct Rules**

You agree to abide by and understand that we enforce the following marketplace standards of conduct rules (“Marketplace Conduct Rules”) designed to prevent the use of Gemini for disruptive or manipulative conduct or deceptive practices, including, but not limited to, disruptive trading and price manipulation. We take our Marketplace Conduct Rules very seriously and it is our policy to take all the necessary steps to prohibit manipulative conduct or deceptive practices. The following are strictly prohibited on Gemini:

### **Fraudulent Acts**

Neither you nor any related party shall engage or attempt to engage in any fraudulent act or engage or attempt to engage in any scheme to defraud, deceive or trick, in connection with or related to any Order or Trade on or other activity related to Gemini.

### **Fictitious Transactions**

Neither you nor any related party shall create or execute fictitious transactions or place any Order for a fictitious transaction with knowledge of its nature.

## **Market Manipulation**

Any disruptive trading in or manipulation of the Gemini marketplace whatsoever is prohibited. Orders placed on Gemini for the purpose of generating unnecessary volatility or creating a condition in which prices do not or will not reflect fair market values are prohibited. If you or any related party make or assist in placing any such Order with knowledge of the purpose thereof or if you or any related party, with such knowledge, in any way assist in carrying out any plan or scheme for the placing of any such Order, you and any related party will be deemed to have engaged in an act detrimental to Gemini.

## **Violation of Applicable Laws and Regulations**

Neither you nor any related party shall engage in conduct that is in violation of any Applicable Laws and Regulations, including, but not limited to, the Commodity Exchange Act.

## **Misstatements**

It is a violation of this User Agreement to make any misstatement of a material fact to Gemini, its board of managers, any committee thereof, or any director, officer, manager, or employee of Gemini.

## **Disrepute Upon You or Gemini**

Neither you nor any related party may access Gemini in any way which could be expected to bring disrepute upon you or Gemini.

## **Acts Detrimental to Gemini**

It is a violation of this User Agreement to engage in any act detrimental to Gemini, including any conduct that is inconsistent with the 'General Standards of Business Conduct' promulgated by FINRA and the NFA that govern just and equitable principles of trade. Abusive practices, including without limitation, disruptive, fraudulent, noncompetitive, or unfair actions are strictly prohibited.

## **Non Supervision**

You shall be responsible for establishing, maintaining, and administering reasonable, written supervisory procedures to ensure that you and any related parties comply with all Applicable Laws and Regulations. You may be held accountable for the actions of a related party. In addition, you shall be responsible for supervising related parties and may be held accountable for the actions of such related parties.

## **Disclosing Orders**

Neither you nor any related party shall disclose to any person, including, but not limited to, another market participant, any Order placed by you or any related party or any Order placed by another person, including, but not limited to, another market participant.

## **Pre-Arranged Trades**

Neither you nor any related party shall place any Order on Gemini which has been pre-arranged (or discussed with another market participant prior to being placed on Gemini) for the purpose of creating an artificial price, fictitious Trade, or other disruptive, fraudulent, noncompetitive, or unfair impact on the Gemini marketplace.

## **Simultaneous Buy and Sell Orders**

Neither you nor any related party shall place simultaneous buy and sell Orders that could potentially execute against each other, and it is a violation of this User Agreement to use the Gemini self-match prevention tool in a way that has the effect of misleading the market.

## **Wash Trades**

Neither you nor any related party, through one or more accounts, shall place or accept buy and sell Orders at the same price, where you or any related party knows or reasonably should know that the purpose of the Orders is to avoid taking

a bona fide market position exposed to market risk (transactions commonly known or referred to as wash Trades). Buy and sell Orders from different accounts with common beneficial ownership and/or affiliation that are placed with the intent to: (i) negate market risk or price competition, or (ii) achieve a favorable Fee Schedule and the resulting benefits, shall also be deemed to violate our prohibition on wash Trades. Additionally, neither you nor any related party shall knowingly execute or accommodate the execution of such Orders by direct or indirect means.

## **Money Passes**

Neither you nor any related party shall prearrange the execution of transactions on Gemini for the purpose of passing money between accounts. All transactions executed on Gemini must be made in good faith for the purpose of executing bona fide transactions, and prearranged Trades intended to effectuate a transfer of funds from one account to another are strictly prohibited.

## **Accommodation Trading**

Neither you nor any related party shall enter into non-competitive transactions on Gemini for the purpose of assisting another person to engage in transactions that are in violation of our Marketplace Conduct Rules or any Applicable Laws and Regulations.

## **Front-Running**

Neither you nor any related party shall take a position based upon non-public information regarding an impending transaction by another User.

## **Disruptive Practices**

Neither you nor any related party shall engage in any trading, practice, or conduct on Gemini that:

- Demonstrates intentional or reckless disregard for the orderly execution of transactions; or
- Is, is of the character of, or is commonly known as “spoofing” (bidding or offering with the intent to cancel the bid or offer before execution).

All Orders must be placed for the purpose of executing bona fide transactions. Additionally, all non-actionable messages must be placed in good faith for legitimate purposes.

- You shall not place or cause to be placed an Order with the intent, at the time of entry, to cancel the Order before execution or to modify the Order to avoid execution;
- You shall not place or cause to be placed an actionable or non-actionable message or messages with the intent to mislead other market participants;
- You shall not place or cause to be placed an actionable or non-actionable message or messages with the intent to overload, delay, or disrupt the systems of Gemini or other market participants; and
- You shall not place or cause to be placed an actionable or non-actionable message with the intent to disrupt, or with reckless disregard for the adverse impact on the orderly conduct of trading or the fair execution of transactions.

## **Intimidation/Coordination**

Neither you nor any related party shall:

- Coordinate prices (including quotations), Trades, or trade reports with any other market participant or any other person;
- Direct or request another market participant to alter a price (including a quotation); or
- Engage, directly or indirectly, in any conduct that threatens, harasses, coerces, intimidates, or otherwise attempts improperly to influence another market participant or any other person.

This includes, but is not limited to, any attempt to influence a market participant or person to adjust or maintain a price or quotation on Gemini or any related market, or any refusal to trade or any other conduct that retaliates against or discourages the competitive activities of another market participant or person.

Nothing in this Marketplace Conduct Rule with respect to the coordination of quotes or Trades shall be deemed to limit, constrain, or otherwise inhibit the freedom of a you or any related party to unilaterally: (i) set your own bid or ask on any Order Book, (i) set the price at which you are willing to buy or sell, and (iii) set

the quantity that you are willing to buy or sell, provided that such conduct is otherwise in compliance with all Applicable Laws and Regulations. These provisions apply to the entire Gemini marketplace at all times.

## **Custody**

Our Exchange Ledger tracks the balance and ownership of fiat currency and Digital Assets of each Gemini Account. Account balance entries on our Exchange Ledger are not publicly disclosed.

## **Your Digital Assets**

We are a fiduciary under § 100 of the New York Banking Law (the “NYBL”) and a custodian that is licensed to custody your Digital Assets in trust on your behalf. Gemini custodies your Digital Assets in either a Depository Account or a Custody Account controlled and secured by Gemini; the balances of which are reflected in the Digital Asset Account of your Gemini Account. Digital Assets custodied in a Depository Account are pooled together in one or more of our Digital Asset wallets. Digital Assets custodied in a Custody Account are custodied pursuant to the Custody Agreement entered into by and between you and Gemini Trust Company, LLC. You agree and understand that your acceptance of this User Agreement is considered to be your acceptance of the Custody Agreement. Digital Assets custodied on your behalf and reflected in the Digital Asset Account of your Gemini Account are not treated as general assets of Gemini.

## **Digital Asset Insurance**

We maintain commercial crime and specie insurance for Digital Assets we custody in trust on your behalf in our online hot wallet (“Hot Wallet”) and Gemini Custody. Our insurance policy is made available through a combination of third-party insurance underwriters.

Our policy insures against the theft of Digital Assets from our Hot Wallet that results from a direct security breach or hack of Gemini's systems, a fraudulent transfer initiated by Gemini, or theft by a Gemini employee.

Our policy does not cover any losses resulting from any unauthorized access to your User Account. You agree and understand that you are solely responsible (and you will not hold us responsible) for managing and maintaining the security of your User Account login credentials and any other required forms of authentication, including your API keys. You further agree and understand that we are not responsible (and you will not hold us responsible) for any unauthorized access to or use of your User Account and/or your Gemini Account. Please see the 'Account Access' section for more information.

Digital Assets are not legal tender and are not backed by any government. Digital Assets are not subject to Federal Deposit Insurance Corporation ("FDIC") or Securities Investor Protection Corporation protections. Please see the 'FDIC Insurance' section for more information on FDIC "pass through" insurance as it relates to your Fiat Account.

## **Custody Fee Schedule**

For information on Gemini's custody fee schedule ("Custody Fee Schedule"), please see our Custody Fee Schedule page here:

<https://gemini.com/fees/custody-fee-schedule>

You agree and understand that your acceptance of this User Agreement is considered to be your acceptance of our Custody Fee Schedule. We reserve the right to change, modify, or increase our Custody Fee Schedule at any time. Any change to our Custody Fee Schedule will be posted for at least three calendar days before it takes effect and no change will be in effect for less than 30 calendar days. You further agree that by logging into your account and/or authenticating to our API with your API key and using Gemini following any change to our Custody Fee Schedule, you are agreeing to accept our new Custody Fee Schedule.

## **Your Fiat Currency**

We are a fiduciary under § 100 of the NYBL and hold your fiat currency deposits in one or more: omnibus bank accounts (each an “Omnibus Account”) at depository institutions (each, a “Bank”); money market accounts (each, a “Money Market Account”) at a Bank of financial institution; and/or payment accounts (each, a “Payment Account”) at a financial institution (collectively, “Customer Omnibus Accounts”).

Each Omnibus Account is: (i) in our name, and under our control; (ii) separate from our business, operating, and reserve bank accounts; (iii) established specifically for the benefit of Gemini Customers; and (iv) represents a banking relationship, not a custodial relationship, with each Bank. You agree and understand that Omnibus Accounts do not create or represent any relationship between you and any of our Banks.

Each Money Market Account is held at a Bank or financial institution: (i) in our name, and under our control; (ii) separate from our business, operating, and reserve money market accounts; (iii) established specifically for the benefit of Gemini Customers; (iv) managed by a registered Financial Advisor, (v) custodied by a Qualified Custodian; and (vi) the monies within which are used to purchase money market funds invested in securities issued or guaranteed by the United States or certain U.S. government agencies or instrumentalities. You agree and understand that Money Market Accounts do not create or represent any relationship between you and any of the related registered Financial Advisors and/or Qualified Custodians.

Each Payment Account is held at a financial institution: (i) in our name, and under our control; (ii) separate from our business, operating, and reserve bank accounts; and (iii) established specifically for processing the fiat funds transfers of Gemini Customers. You agree and understand that Payment Accounts do not create or represent any relationship between you and any of the related financial institutions.



Your fiat currency deposits are: (i) held across our Customer Omnibus Accounts in the exact proportion that all Gemini Customer fiat currency deposits are held across our Customer Omnibus Accounts; (ii) not treated as our general assets; (iii) fully owned by you; and (iv) recorded and maintained in good faith on our Exchange Ledger and reflected in a sub-account (i.e., the Fiat Account of your Gemini Account) so that your interests in our Customer Omnibus Accounts are readily ascertainable. Our records permit the determination of the balance of U.S. dollars for a particular Gemini Customer as a percentage of total commingled U.S. dollars held FBO all Gemini Customers in all Customer Omnibus Accounts in a manner consistent with 12 C.F.R. § 330.5(a)(2).

Notwithstanding anything herein to the contrary, you agree and understand that (i) we may hold some or all of your fiat currency deposits in Customer Omnibus Accounts and/or Gemini Dollar Accounts (as defined below) that do not receive any interest, and (ii) we may hold some or all of your fiat currency deposits in Customer Omnibus Accounts and/or Gemini Dollar Accounts that do receive interest and/or other earnings and, in such case, you agree to pay us a fee equal to the amount of any such interest and/or other earnings attributable or allocable to your fiat currency deposits as payment for the services we provide to you under this Agreement. You agree and understand that we shall collect any such payment, equal to the amount of such allocable interest and/or other earnings, simultaneously upon being paid such interest and/or other earnings to our Customer Omnibus Accounts and/or Gemini Dollar Accounts. In addition, you agree and understand that we may receive compensation for our Customer Omnibus Accounts and/or Gemini Dollar Accounts, either in the form of services provided at a reduced rate, the payment of a referral fee, or otherwise. Any such compensation will be retained by us and you agree and understand that you will not receive any portion of such compensation.

You should note the following information about each of our Customer Omnibus Accounts and Gemini Dollar Accounts:

- In accepting your fiat currency deposits, we are acting as a custodian;

- We do not have a reversionary interest in any of our Customer Omnibus Accounts or Gemini Dollar Accounts;
- Your rights in our Customer Omnibus Accounts and/or Gemini Dollar Accounts are limited to the specific amount of fiat currency in your Fiat Account;
- You direct the movement of fiat currency into and out of our Customer Omnibus Accounts by providing direction to us through Gemini as specified above;
- You direct the movement of fiat currency into and out of our Gemini Dollar Accounts by providing direction to us through Gemini to create or redeem Gemini Dollars (as defined below);
- To the extent that interest and/or other earnings are attributable or allocable to your fiat currency deposits held across our Customer Omnibus Accounts and/or across our Gemini Dollar accounts, you agree to pay us a fee equal to the amount of any such interest and/or other earnings as payment for the services we provide to you under this Agreement, which you agree and understand that we shall collect simultaneously upon being paid such interest and/or other earnings to our Customer Omnibus Accounts and/or Gemini Dollar Accounts;
- Our Customer Omnibus Accounts and Gemini Dollar Accounts are comprised of fiat currency belonging to you and other Gemini Customers;
- Our Banks and financial institutions accept instruction only from us and our agents and will not accept any instruction from you; and
- Our Banks and financial institutions do not act as custodians for Digital Assets, and are not involved in our Digital Asset exchange activities or in the oversight of such activities.

## **Deposits and Withdrawals**

We email you receipt confirmation for all deposits and withdrawals.

### **Fiat Currency Deposits**

We do not accept fiat currency deposits from third parties for your benefit. Fiat currency deposits are only accepted from either a debit card or bank account that meets the following criteria: (i) is in the name of an individual or institution that has successfully completed our BSA/AML Program and that is named on the Gemini

Account, and (ii) is domiciled in the country of residence of the individual or institution named on the Gemini Account (each, a “User Bank Account”). *If a fiat currency deposit does not originate from a User Bank Account or debit card, it will be rejected and returned immediately.*

## **Wire Deposits**

We accept wire deposits from User Bank Accounts. Wire deposits are made available for trading as soon as they settle to one of our Customer Omnibus Accounts; however, we reserve the right to hold funds in the amount of the wire deposit and/or Digital Assets sufficient to cover these funds, which may exceed the amount of funds from the wire deposit based on Gemini’s assessment of potential fluctuations of the price of such Digital Assets, and to prevent withdrawal until the wire deposit is considered settled (typically within one Business Day). Once your wire deposit is considered settled, you will be able to withdraw these funds and any such Digital Assets. Wire deposits sent before 3pm ET by domestic wire from your User Bank Account will typically settle and be credited to your Gemini Account on the same day or next Business Day. Wire deposits may not be credited outside of normal banking hours. You agree and understand that wire deposit settlement times are subject to bank holidays, the internal processes and jurisdiction of your bank, and the internal processes of our Banks and financial institutions. You further agree and understand that in certain situations, wire deposit settlement times may be delayed in connection with Downtime or disruptions to Gemini Service Providers.

## **ACH Deposits**

We accept Automated Clearing House (“ACH”) deposits from User Bank Accounts. ACH deposits are made available for trading immediately; however, we reserve the right to hold funds in the amount of the ACH deposit and/or Digital Assets sufficient to cover the funds, which may exceed the amount of funds from the ACH deposit based on Gemini’s assessment of potential fluctuations of the price

of such Digital Assets, and to prevent withdrawal until the ACH deposit is considered settled (typically within four to five Business Days). Once your ACH deposit is considered settled, you will be able to withdraw these funds and any such Digital Assets. You agree and understand that ACH deposit settlement times are subject to bank holidays, the internal processes and jurisdiction of your bank, and the internal processes of our Banks. You further agree and understand that in certain situations, ACH deposit settlement times may be delayed in connection with Downtime or disruptions to Gemini Service Providers. If your ACH deposit is returned to your bank or fails for any other reason, Gemini reserves the right to avail itself of remedies set forth in this User Agreement to recover any amount owed to Gemini, including the right to cancel or reverse any transaction, including orders, made in reliance on or in expectation of receipt of the deposited funds, and to seize Digital Assets purchased in reliance on or in expectation of receipt of the deposited funds. In this instance, you have no right to any Digital Assets or other assets purchased in reliance on or in expectation or receipt of the deposited funds, nor will Gemini have an obligation to allow you to reinstate a purchase or other order at the same price or on the same terms as the cancelled or reversed transaction. In such instances, we have the right to retain any seized funds, including any appreciation thereof.

### **ACH Deposit Limits**

You agree and understand that we reserve the right to increase and/or decrease your daily and monthly ACH deposit limits, in our sole discretion and without notice.

### **Debit Card Purchases**

We accept debit cards for use in the purchase of Digital Assets. We have the right to determine which payment processors to support, and we reserve the right to change which payment processors we support at any time without notice. Debit card transactions are executed immediately; however, we reserve the right to hold

fiat currency in the amount of the debit card transaction and/or Digital Assets sufficient to cover these funds, which may exceed the amount of funds from the debit card transaction based on Gemini's assessment of potential fluctuations of the price of such Digital Assets, and to prevent withdrawal until they are considered settled. Once your debit card transaction is considered settled, you will be able to withdraw any such fiat currency or Digital Assets. You agree and understand that in certain circumstances, debit card transaction settlement times may be delayed in connection with Downtime or disruptions to Gemini Service Providers.

You understand and agree that any debit card transactions may be processed through WorldPay, Inc. and its subsidiaries (collectively, "Worldpay") and subject to WorldPay's privacy statement, available at:

<https://www.worldpay.com/en-us/privacy-policy>.

If you use a debit card to purchase Digital Assets, you declare that you will not exercise the right to claim funds back (a "Chargeback") other than for unauthorised use of the debit card or as otherwise explicitly permitted by applicable law. Otherwise, refunds will not be given for any other purpose, including for reasons for which we are not responsible including (but not limited to) insufficient balance on the debit card account.

## **Debit Card Limits**

You agree and understand that we reserve the right to increase and/or decrease your daily debit card purchase limits, in our sole discretion and without notice.

## **Digital Asset Deposits**

Digital Asset deposits will typically be credited to your Gemini Account after the required number of network confirmations, as determined by us in our sole discretion, have occurred on the blockchain for such Digital Assets. You agree and understand that in certain situations, Digital Asset deposits may be delayed in

connection with Downtime or congestion of or disruption to a Digital Asset Network.

## **Fiat Currency Withdrawals**

Fiat currency withdrawals are only permitted to User Bank Accounts. Your initiation of a fiat currency withdrawal using your User Account login credentials and other required forms of authentication, when applicable, will be deemed to be your authorization for Gemini to execute any such withdrawal.

## **Wire Withdrawals**

We process wire withdrawals to User Bank Accounts. Wire withdrawals initiated before 3pm ET will typically be processed on the same day or next Business Day. Wire withdrawals may not be processed outside of normal banking hours. We cannot guarantee that you will be able to cancel a wire withdrawal instruction. Gemini is not liable to you if, for any reason, we do not cancel a wire withdrawal. You agree and understand that wire withdrawal transfer times are subject to bank holidays, the internal processes and jurisdiction of your bank, and the internal processes of our Banks and financial institutions. You further agree and understand that in certain situations, wire withdrawal transfer times may be delayed in connection with Downtime or disruptions to Gemini Service Providers.

## **ACH Withdrawals**

We process ACH withdrawals to User Bank Accounts. ACH withdrawals initiated before 3pm ET will typically be processed on the same day or next Business Day. ACH withdrawals may not be processed outside of normal banking hours. We cannot guarantee that you will be able to cancel an ACH withdrawal instruction. Gemini is not liable to you if, for any reason, we do not cancel an ACH withdrawal. You agree and understand that ACH withdrawal transfer times are subject to bank holidays, the internal processes and jurisdiction of your bank, and the internal processes of our Banks. You further agree and understand that in certain

situations, ACH withdrawal transfer times may be delayed in connection with Downtime or disruptions to Gemini Service Providers.

## **Digital Asset Withdrawals**

Digital Assets withdrawals will typically be processed at the speed of a Digital Asset Network. In certain situations, Digital Asset withdrawals may be delayed in connection with Downtime or the congestion or disruption of a Digital Asset Network. There is a withdrawal minimum of \$10 (subject to change) for all Digital Assets besides the Gemini Dollar, which is set at \$1 (or one Gemini Dollar).

## **Transfer Fee Schedule**

For information on Gemini's transfer fee schedule ("Transfer Fee Schedule"), please see our Transfer Fee Schedule page here:

<https://gemini.com/transfer-fee-schedule>

You agree and understand that your acceptance of this User Agreement is considered to be your acceptance of our Transfer Fee Schedule. We reserve the right to change, modify, or increase our Transfer Fee Schedule at any time. Any change to our Transfer Fee Schedule will be posted for at least three calendar days before it takes effect and no change will be in effect for less than 30 calendar days. You further agree and understand that by logging into your account and/or authenticating to our API with your API key and using Gemini following any change to our Transfer Fee Schedule, you are agreeing to accept our new Transfer Fee Schedule.

## **Digital Asset Networks**

You understand that we do not own or control the underlying software protocols of Digital Asset Networks which govern the operation of Digital Assets. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. You agree and understand that: (i) we are not responsible for the

operation of the underlying protocols, and (ii) we make no guarantees regarding their security, functionality, or availability.

## **Supported Networks**

You agree and understand that we support, in our sole discretion, certain Digital Asset Networks on Gemini (each, a “Supported Network”). Supported Networks are as follows:

### **SUPPORTED NETWORKS**

Bitcoin Network

Bitcoin Cash Network

Dogecoin Network

Ethereum Network



Litecoin Network

Tezos Network

Zcash Network

Solana Network

Filecoin Network

Polkadot Network

You agree and understand that a Digital Asset Network is not a Supported Network (each, an “Unsupported Network”), unless it is explicitly named as a

Supported Network herein. You also agree and understand that we may, in our sole discretion, choose to support an Unsupported Network and make it a Supported Network on Gemini at any time. You further agree and understand that we may, in our sole discretion, choose to no longer support a Supported Network on Gemini and make it an Unsupported Network at any time.

### **Supported Digital Assets and Waiver of Conflicts**

You agree and understand that we support, in our sole discretion, certain Digital Assets of Supported Networks on Gemini (each, a “Supported Digital Asset”). Supported Digital Assets are as follows:

| <b>DIGITAL ASSET</b> | <b>TRADING</b> | <b>DEPOSITORY ACCOUNT<sup>1</sup></b> | <b>CUSTODY ACCOUNT<sup>2</sup></b> |
|----------------------|----------------|---------------------------------------|------------------------------------|
| 0x                   | Yes            | Yes                                   | Yes                                |
| 1inch                | Yes            | Yes                                   | Yes                                |
| Aave                 | Yes            | Yes                                   | Yes                                |

|  |     |     |     |
|--|-----|-----|-----|
| Alchemix                               | Yes | Yes | Yes |
| Alchemy Pay                            | No  | No  | Yes |
| Alethea Artificial Liquid Intelligence | Yes | Yes | Yes |
| Amp                                    | Yes | Yes | Yes |
| Ankr                                   | Yes | Yes | Yes |
| ApeCoin                                | Yes | Yes | Yes |

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| API3 | Yes | Yes | Yes |
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| Audius | Yes | Yes | Yes |
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| Avalanche | Yes | Yes | No |
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| Axie Infinity | Yes | Yes | Yes |
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| Balancer | Yes | Yes | Yes |
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| Bancor | Yes | Yes | Yes |
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| BarnBridge | Yes | Yes | Yes |
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| Basic Attention Token | Yes | Yes | Yes |
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| Biconomy | Yes | Yes | Yes |
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| Binance USD | Yes | Yes | Yes |
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| Bitcoin | Yes | Yes | Yes |
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| Bitcoin Cash | Yes | Yes | Yes |
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| Bonfida | Yes | Yes | Yes |
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| Bread | No | No | Yes |
|-------|----|----|-----|

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|------|-----|-----|-----|
| Burn | Yes | Yes | Yes |
|------|-----|-----|-----|

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|---------|----|----|-----|
| Caspian | No | No | Yes |
|---------|----|----|-----|

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| Chainlink | Yes | Yes | Yes |
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| Chiliz | Yes | Yes | Yes |
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|                          |     |     |     |
|--------------------------|-----|-----|-----|
| Civic                    | Yes | Yes | Yes |
| Compound                 | Yes | Yes | Yes |
| Compound BAT             | No  | No  | Yes |
| Compound DAI             | No  | No  | Yes |
| Compound ETH             | No  | No  | Yes |
| Compound Wrapped Bitcoin | No  | No  | Yes |

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|--------------|----|----|-----|
| Compound ZRX | No | No | Yes |
|--------------|----|----|-----|

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| Cryptex | Yes | Yes | Yes |
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| Curve | Yes | Yes | Yes |
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| Dai | Yes | Yes | Yes |
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| Decentraland | Yes | Yes | Yes |
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| DeFi Pulse Index | Yes | Yes | Yes |
|------------------|-----|-----|-----|



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| DerivaDAO | No | No | Yes |
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| Dogecoin | Yes | Yes | Yes |
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| Dogelon Mars | Yes | Yes | Yes |
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| Enjin | Yes | Yes | Yes |
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|-------|-----|-----|-----|
| Ether | Yes | Yes | Yes |
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| Ethereum Name Service | Yes | Yes | Yes |
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| Ethernity | Yes | Yes | Yes |
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| Euler Finance | Yes | Yes | Yes |
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| Fantom | Yes | Yes | Yes |
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| Fetch AI | Yes | Yes | Yes |
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| Filecoin | Yes | Yes | Yes |
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| Flexacoin | Yes | No | Yes |
|-----------|-----|----|-----|

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| Frax | Yes | Yes | Yes |
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| Frax Share | Yes | Yes | Yes |
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| Gala | Yes | Yes | Yes |
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| Gemini dollar | Yes | Yes | Yes |
|---------------|-----|-----|-----|

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| Geojam | Yes | Yes | Yes |
|--------|-----|-----|-----|

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| Goldfinch | Yes | Yes | Yes |
|-----------|-----|-----|-----|

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| Golem | No | No | Yes |
|-------|----|----|-----|

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| Illuvium | No | No | Yes |
|----------|----|----|-----|

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| Immutable X | Yes | Yes | Yes |
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| Index Cooperative | Yes | Yes | Yes |
|-------------------|-----|-----|-----|

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| Injective | Yes | Yes | Yes |
|-----------|-----|-----|-----|

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| IoTeX | Yes | Yes | Yes |
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| Keep Network | No | No | Yes |
|--------------|----|----|-----|

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| Keep3r Network | Yes | Yes | Yes |
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| Kyber Network | Yes | Yes | Yes |
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| Lido DAO Token | Yes | Yes | Yes |
|----------------|-----|-----|-----|

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|---------|-----|-----|-----|
| Liquity | Yes | Yes | Yes |
|---------|-----|-----|-----|

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| Liquity USD | Yes | Yes | Yes |
|-------------|-----|-----|-----|

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| Litecoin | Yes | Yes | Yes |
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| Livepeer | Yes | Yes | Yes |
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| Loom Network | No | No | Yes |
|--------------|----|----|-----|

|          |     |     |     |
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| Loopring | Yes | Yes | Yes |
|----------|-----|-----|-----|

|                      |     |     |     |
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| Magic Internet Money | Yes | Yes | Yes |
|----------------------|-----|-----|-----|

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| Maker | Yes | Yes | Yes |
|-------|-----|-----|-----|

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| Maple Finance | Yes | Yes | Yes |
|---------------|-----|-----|-----|

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| Mask Network | Yes | Yes | Yes |
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| Merit Circle | Yes | Yes | Yes |
|--------------|-----|-----|-----|

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| Metis | Yes | Yes | Yes |
|-------|-----|-----|-----|

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| Mirror | Yes | Yes | Yes |
|--------|-----|-----|-----|

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| Moss Carbon Credit | Yes | Yes | Yes |
|--------------------|-----|-----|-----|

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| Numeraire | Yes | Yes | Yes |
|-----------|-----|-----|-----|

|       |    |    |     |
|-------|----|----|-----|
| Ocean | No | No | Yes |
|-------|----|----|-----|

|         |    |    |     |
|---------|----|----|-----|
| OmiseGo | No | No | Yes |
|---------|----|----|-----|

|      |     |     |     |
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| ORCA | Yes | Yes | Yes |
|------|-----|-----|-----|

|        |     |     |     |
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| Orchid | Yes | Yes | Yes |
|--------|-----|-----|-----|

|          |     |     |     |
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| PAX Gold | Yes | Yes | Yes |
|----------|-----|-----|-----|



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| PlayDapp | Yes | Yes | Yes |
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| Polkadot | Yes | Yes | No |
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| Polygon | Yes | Yes | Yes |
|---------|-----|-----|-----|

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| Project Galaxy | Yes | Yes | Yes |
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| Qredo | Yes | Yes | Yes |
|-------|-----|-----|-----|

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| Quant | Yes | Yes | Yes |
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| Radicle | Yes | Yes | Yes |
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| Rally | Yes | Yes | Yes |
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| Raydium | Yes | Yes | Yes |
|---------|-----|-----|-----|

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| Refereum | No | No | Yes |
|----------|----|----|-----|

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| Ren | Yes | Yes | Yes |
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|              |     |     |     |
|--------------|-----|-----|-----|
| Render Token | Yes | Yes | Yes |
|--------------|-----|-----|-----|

|      |     |     |     |
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| REVV | Yes | Yes | Yes |
|------|-----|-----|-----|

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| Ribbon Finance | Yes | Yes | Yes |
|----------------|-----|-----|-----|

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| Saber | Yes | Yes | Yes |
|-------|-----|-----|-----|

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| Samoyedcoin | Yes | Yes | Yes |
|-------------|-----|-----|-----|

|           |     |     |     |
|-----------|-----|-----|-----|
| Shiba Inu | Yes | Yes | Yes |
|-----------|-----|-----|-----|

|       |     |     |     |
|-------|-----|-----|-----|
| SKALE | Yes | Yes | Yes |
|-------|-----|-----|-----|

|                    |     |     |     |
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| Smooth Love Potion | Yes | Yes | Yes |
|--------------------|-----|-----|-----|

|        |     |     |     |
|--------|-----|-----|-----|
| Solana | Yes | Yes | Yes |
|--------|-----|-----|-----|

|               |     |     |     |
|---------------|-----|-----|-----|
| Somnium Space | Yes | Yes | Yes |
|---------------|-----|-----|-----|

|             |    |     |     |
|-------------|----|-----|-----|
| Spell Token | No | Yes | Yes |
|-------------|----|-----|-----|

|       |     |     |     |
|-------|-----|-----|-----|
| STEPN | Yes | Yes | Yes |
|-------|-----|-----|-----|

|       |     |     |     |
|-------|-----|-----|-----|
| Storj | Yes | Yes | Yes |
|-------|-----|-----|-----|

|            |     |     |     |
|------------|-----|-----|-----|
| Super Rare | Yes | Yes | Yes |
|------------|-----|-----|-----|

|           |     |     |     |
|-----------|-----|-----|-----|
| SushiSwap | Yes | Yes | Yes |
|-----------|-----|-----|-----|

|           |     |     |     |
|-----------|-----|-----|-----|
| Synthetix | Yes | Yes | Yes |
|-----------|-----|-----|-----|

|      |    |    |     |
|------|----|----|-----|
| tBTC | No | No | Yes |
|------|----|----|-----|

|       |     |     |     |
|-------|-----|-----|-----|
| Terra | Yes | Yes | Yes |
|-------|-----|-----|-----|

|          |     |     |     |
|----------|-----|-----|-----|
| TerraUSD | Yes | Yes | Yes |
|----------|-----|-----|-----|

|                         |     |     |     |
|-------------------------|-----|-----|-----|
| Tezos                   | Yes | Yes | No  |
| The Graph               | Yes | Yes | Yes |
| The Sandbox             | Yes | Yes | Yes |
| Tokemak                 | Yes | Yes | Yes |
| Total Crypto Market Cap | No  | No  | Yes |
| TrueFi                  | Yes | Yes | Yes |

|                     |     |     |     |
|---------------------|-----|-----|-----|
| Uma                 | Yes | Yes | Yes |
| Uniswap             | Yes | Yes | Yes |
| Unstoppable Domains | No  | No  | Yes |
| USD Coin            | Yes | Yes | Yes |
| Wrapped Bitcoin     | No  | No  | Yes |
| Wrapped Centrifuge  | No  | Yes | Yes |

|                  |     |     |    |
|------------------|-----|-----|----|
| Wrapped Filecoin | Yes | Yes | No |
|------------------|-----|-----|----|

|                      |    |    |     |
|----------------------|----|----|-----|
| Wrapped Nexus Mutual | No | No | Yes |
|----------------------|----|----|-----|

|                     |    |    |     |
|---------------------|----|----|-----|
| Wrapped TON Crystal | No | No | Yes |
|---------------------|----|----|-----|

|               |     |     |     |
|---------------|-----|-----|-----|
| Yearn.finance | Yes | Yes | Yes |
|---------------|-----|-----|-----|

|       |     |     |     |
|-------|-----|-----|-----|
| Zcash | Yes | Yes | Yes |
|-------|-----|-----|-----|

|                |     |     |     |
|----------------|-----|-----|-----|
| Zebec Protocol | Yes | Yes | Yes |
|----------------|-----|-----|-----|

You agree and understand that a Digital Asset of an Unsupported Network or a Digital Asset that operates “on top of” a Supported Network is not a Supported



Digital Asset (each, an “Unsupported Digital Asset”), unless it is explicitly named as a Supported Digital Asset herein. You also agree and understand that we may, in our sole discretion, choose to support an Unsupported Digital Asset and make it a Supported Digital Asset on Gemini at any time. You further agree and understand that we may, in our sole discretion, choose to no longer support a Supported Digital Asset on Gemini and make it an Unsupported Digital Asset at any time.

You agree and understand that we are solely responsible for the operation of Gemini, our Exchange, our Custody Services, our Mobile Application, and the provision of other services described in this User Agreement (collectively, “Gemini Services”), and for making all decisions and determinations with respect to the Gemini Services. Such decisions and determinations could include, without limitation, the choice to support or not support a Digital Asset or Digital Asset Network, or a change to the terms of trading or transacting on or through Gemini Services in connection with any such Digital Asset or Digital Asset Network.

You agree and understand that we and our affiliates, shareholders, controlling persons, principals, directors, managers, officers, employees, and representatives or their respective affiliates (collectively, “Related Parties”) may directly or indirectly, including through interests in other entities, own, control, lend, borrow, or trade (each, to “Transact”) in a Digital Asset or related financial instruments, including, without limitation, a security, bond, money market, and/or derivative (collectively, “Financial Instruments”), for their own account or on behalf of other persons or entities, at any time prior to and/or after we choose to support such Digital Asset on the Gemini Services and make it a Supported Digital Asset or increase the scope of the Gemini Services made available for a Digital Asset that is already a Supported Digital Asset. You also agree and understand that we and our Related Parties may Transact in a Digital Asset or related Financial Instruments for their own account or on behalf of other persons or entities, at any time prior to and/or after we choose to no longer support such Digital Asset on the Gemini Services and make it an Unsupported Digital Asset or decrease the scope of the

Gemini Services made available for a Digital Asset that is a Supported Digital Asset.

You agree and understand that we and our Related Parties may have certain actual or potential conflicts of interest related to our decision to support or not support a Digital Asset or increase or decrease the scope of the Gemini Services made available for such Digital Asset. Without limiting any of our obligations to you under this User Agreement and to the extent permitted by law, you hereby agree to waive any claim or other similar cause of action, whether direct or indirect, against us or our Related Parties, in which there is asserted a breach of fiduciary duties, conflict of interest, or other similar violation or offense with respect to, or arising out of, us and/or our Related Parties Transacting in Digital Assets or related Financial Instruments, as described herein.

You agree and understand that we may use our own services, including the Gemini Services. You further agree and understand that our Related Parties may be Gemini Customers and may use the services offered by us to Gemini Customers, including without limitation, the Gemini Services.

## **Forks**

You agree and understand that the underlying protocols of Supported Networks are subject to changes in operating rules (each a “Fork”) that may result in more than one version (each, a “Forked Network”) and us holding a specified amount of Digital Assets associated with each Forked Network. You further agree and understand that Forks may materially affect the value, function, and/or name of the Digital Assets you hold on Gemini.

In the event of a Fork, you agree and understand that we may temporarily suspend the operations of Gemini (with or without advance notice to you) while we choose, in our sole discretion, except as described herein, which Forked Networks to support. You agree and understand that in our best estimation we are unlikely to support most Forked Networks and that the Digital Assets of most Forked Networks will likely not be made available to you.

DIGITAL ASSET VALUES CAN FLUCTUATE SUBSTANTIALLY WHICH MAY RESULT IN A TOTAL LOSS OF THE VALUE OF DIGITAL ASSETS HELD BY US ON YOUR BEHALF. THE SUPPLY OF DIGITAL ASSETS AVAILABLE TO US TO PROVIDE TO YOU AS A RESULT OF A FORKED NETWORK AND OUR ABILITY TO DELIVER DIGITAL ASSETS RESULTING FROM A FORKED NETWORK MAY DEPEND ON THIRD PARTY PROVIDERS THAT ARE OUTSIDE OF OUR CONTROL. WE DO NOT OWN OR CONTROL ANY OF THE PROTOCOLS THAT ARE USED IN CONNECTION WITH DIGITAL ASSETS AND THEIR RELATED DIGITAL ASSET NETWORKS, INCLUDING THOSE RESULTING FROM A FORKED NETWORK. ACCORDINGLY, WE DISCLAIM ALL LIABILITY RELATING TO SUCH PROTOCOLS AND ANY CHANGE IN THE VALUE OF ANY DIGITAL ASSETS (WHETHER OF A FORKED NETWORK OR OTHERWISE), AND WE MAKE NO GUARANTEES REGARDING THE SECURITY, FUNCTIONALITY, OR AVAILABILITY OF SUCH PROTOCOLS OR DIGITAL ASSET NETWORKS. YOU ACCEPT ALL RISKS ASSOCIATED WITH THE USE OF GEMINI TO CONDUCT TRANSACTIONS, INCLUDING, BUT NOT LIMITED TO, IN CONNECTION WITH THE FAILURE OF HARDWARE, SOFTWARE, AND INTERNET CONNECTIONS. In the event of a Fork of a Supported Network, we will support the Forked Network that requires the greatest total threshold number of hash attempts to mine all existing blocks measured during the 48-hour period following a Fork (the "Greatest Cumulative Computational Difficulty") and will retain the name and ticker of the Digital Asset that existed prior to the Fork. You agree and understand that we may, in our sole discretion, suspend operations, in whole or in part (with or without advance notice), for however long we deem necessary, while we make this determination. If we are unable to make a conclusive determination as to which Forked Network has the Greatest Cumulative Computational Difficulty, or if we determine in good faith that Greatest Cumulative Computational Difficulty is not a reasonable criterion upon which to make a determination, we will support the Forked Network that we deem in good faith is most likely to be supported by the greatest number of users and miners and will retain the name and ticker of the Digital Asset that existed prior to the Fork. We may also support the other Forked

Network, in which case we will call its Digital Asset by a different name and use a different ticker.

## **Unsupported Forked Networks**

You agree and understand that we may choose, in our sole discretion, except as described herein, not to support a Forked Network (each, an “Unsupported Forked Network”) and that you have no right, claim, or other privilege to any Digital Assets of an Unsupported Forked Network. With respect to an Unsupported Forked Network, we will treat its Digital Assets as Unsupported Digital Assets and we may, in our sole discretion, elect to:

1. Abandon or otherwise not pursue obtaining these Unsupported Digital Assets;
2. Determine your balance at the time of the Fork, account for the resulting Digital Assets as your property, and make them available to you via a one-time withdrawal mechanism (“One-Time Withdrawal”) (subject to the withholding and retention by us of any amount reasonably necessary, as determined in our sole discretion, to fairly compensate us for the efforts expended to make such Digital Assets available).

Please Note: A One-Time Withdrawal does not make an Unsupported Forked Network a Supported Network or its Digital Assets Supported Digital Assets; or

3. In rare circumstances, pursue and retain the resulting Digital Assets as property belonging solely to us. However, with respect to any Unsupported Forked Network that we subsequently decide to treat as a Supported Network, we will make such Digital Assets available to you (and will not retain such Digital Assets as property belonging to us).

You agree and understand that we will only give Written Notice if we elect to pursue option (B).

You agree and understand that If you wish to ensure access to Digital Assets related to both Forked Networks following a Fork, or an Airdrop (as defined herein), you must withdraw your Digital Assets from Gemini prior to any Fork or Airdrop.

Please note: If we decide to support an Unsupported Forked Network and its Digital Assets in the future, we will determine your balance at the time of the Fork (minus any applicable One-Time Withdrawals) and account for it as your property, which will be reflected in your Digital Asset Account.

## **Unsolicited Transfers**

You agree and understand that in the event that you or a third party deposits Unsupported Digital Assets into a Digital Asset address that we control, we have the right to and will account for any such Unsupported Digital Assets as our property.

You agree and understand that in the event that a third party deposits Supported Digital Assets into a Digital Asset address that we control, we have the right to and will account for any such Supported Digital Assets as follows:

1. Your property if sent to your Depository Account or Custody Account; or
2. Our property, belonging solely to us, if sent to any other Digital Asset address that we control.

You further agree and understand that the types of transfers described in this section (each an “Unsolicited Transfer”) do not create or represent any relationship between us and the sender and do not subject us to any obligations whatsoever as they relate to the sender.

You further agree and understand that we have absolutely no obligation or duty to return the Digital Assets of an Unsolicited Transfer.

## **Airdrops**

You agree and understand that in the event that a Digital Asset Network attempts to or does distribute (sometimes called “airdropping” or “bootstrapping”) its Digital Assets to Digital Asset addresses of a Supported Network, we will treat this Digital Asset Network as an Unsupported Forked Network.

You further agree and understand that airdropped Digital Assets do not create or represent any relationship between us and the sender and/or the related Digital

Asset Network and do not subject us to any obligations whatsoever as they relate to the sender and/or the related Digital Asset Network.

## **Gemini Dollar**

*By obtaining or using the Gemini Dollar (in this section, “you”), you understand and expressly agree to the terms and conditions of this section, regardless of whether or not you are a Gemini Customer, and you acknowledge that you have reviewed and understand each of the disclosures made in this section.*

We issue a cryptographic stored value token (the “Gemini Dollar”) that is pegged to the U.S. dollar. Each Gemini Dollar corresponds to a U.S. dollar held across one or more omnibus bank accounts (each, a “Gemini Dollar Omnibus Account”) at U.S. FDIC-insured Banks, one or more money market accounts (each, a “Gemini Dollar Money Market Account”) and/or one or more investment accounts holding U.S. Treasury Obligations (each, a “Gemini Dollar Treasury Account”) (collectively, “Gemini Dollar Accounts”). The U.S. dollar, money market and U.S. Treasury Obligation accounts that make up the Gemini Dollar Accounts constitute the “Gemini Dollar Reserve”. Gemini manages the Gemini Dollar Reserve to maintain a 1:1 ratio of Gemini Dollars to the U.S. dollar value of the Gemini Dollar Reserve. Each Gemini Dollar Omnibus Account is: (i) in our name, and under our control; (ii) separate from our business, operating, and reserve bank accounts; (iii) established specifically for the benefit of Gemini Customers; and (iv) represents a banking relationship, not a custodial relationship, with each Bank. *You agree and understand that Gemini Dollar Omnibus Accounts do not create or represent any relationship between you and any of our Banks.*

Each Gemini Dollar Money Market Account is held at a financial institution: (i) in our name and under our control; (ii) separate from our business, operating, and reserve money market accounts; (iii) established specifically for the benefit of Gemini Customers; (iv) managed by a registered financial advisor, (v) custodied by a qualified custodian; and (vi) the monies within which are used to purchase

money market funds invested in securities issued or guaranteed by the United States or certain U.S. government agencies or instrumentalities. *You agree and understand that Gemini Dollar Money Market Accounts do not create or represent any relationship between you and any of the related registered financial advisors and/or qualified custodians.*

Each Gemini Dollar Treasury Account is held at a financial institution: (i) in our name, and under our control; (ii) separate from our business, operating, and reserve investment accounts; (iii) established specifically for the benefit of Gemini Customers; (iv) managed by a registered financial advisor, (v) custodied by a qualified custodian; and (vi) the monies within which are used to purchase United States Treasury Obligations. *You agree and understand that Gemini Dollar Treasury Accounts do not create or represent any relationship between you and any of the related registered financial advisors and/or qualified custodians.*

## **Using the Gemini Dollar**

As set forth in the creation and redemption sections below, you agree and understand that only Gemini Customers may exchange U.S. dollars for Gemini Dollars and/or Gemini Dollars for U.S. dollars at Gemini.

*If you are not a Gemini Customer, by obtaining or using the Gemini Dollar, you agree and understand that obtaining or using the Gemini Dollar does not create or represent any relationship between you and us or you and any Gemini Service Provider and does not subject us or any Gemini Service Provider to any obligations whatsoever as they relate to you.*

## **Creation**

Gemini Dollars are created when you buy Gemini Dollars with U.S. dollars on Gemini.

If you are a Gemini Customer, you may exchange U.S. dollars in your Fiat Account for Gemini Dollars at a 1:1 exchange rate by placing a buy Order for Gemini dollars. The U.S. dollar amount of your buy Order will be debited from your Fiat Account

and the corresponding Gemini Dollar amount of your buy Order will be credited to your Digital Asset Account at the time of purchase. *Only Gemini Customers may buy Gemini Dollars with U.S. dollars at Gemini. If you are suspected of a Conduct Violation (as defined in the 'Account Suspension' section), you may be prohibited from buying Gemini Dollars.*

## Redemption

Gemini Dollars are redeemed when you sell Gemini Dollars for U.S. dollars on Gemini.

If you are a Gemini Customer, you may redeem Gemini Dollars in your Digital Asset Account for U.S. dollars at a 1:1 exchange rate by placing a sell Order of Gemini Dollars. The Gemini Dollar amount of your sell Order will be debited from your Digital Asset Account and the corresponding U.S. dollar amount of your sell Order will be credited to your Fiat Account at the time of sale. Gemini will settle this sell Order, and redeem your Gemini Dollars for U.S. dollars, by transferring assets or the proceeds thereof from the Gemini Dollar Accounts to you, in a timely manner. "Redemption" will be deemed to have occurred when Gemini has fully processed and initiated the transfer of such assets or proceeds from the Gemini Dollar Accounts to you. "Timely" redemption means a redemption of not more than one full Business Day after the Business Day on which Gemini receives a sell Order for the relevant Gemini Dollars. *Only Gemini Customers may sell Gemini Dollars for U.S. dollars at Gemini. If you are suspected of a Conduct Violation, you may be prohibited from selling Gemini Dollars.*

## Fees

We do not currently charge fees for the buying of Gemini Dollars with U.S. dollars, the selling of Gemini Dollars for U.S. dollars, or the use of Gemini Dollars (however debit card fees still apply when used to purchase Gemini Dollars with U.S. dollars). We reserve the right to charge fees in the future and, if so, will notify you pursuant to Written Notice. You may be required to pay mining fees for the transfer of



Gemini Dollars. *You are solely responsible for all mining fees as well as all other costs and expenses incurred with respect to obtaining or using Gemini Dollars.*

## **Disclosures**

You agree and understand that individuals or entities affiliated with Gemini may hold, purchase, sell, or otherwise engage in transactions using or involving Gemini Dollars. You further agree and understand that such persons may engage in this activity for, among other reasons, the purposes of making markets in the Gemini Dollar, promoting transactional activity that utilizes the Gemini Dollar, or otherwise supporting the use or adoption of the Gemini Dollar. This activity may involve selling Digital Assets on our Exchange in order to obtain or create Gemini Dollars, purchasing Digital Assets on our Exchange in order to use such Digital Assets outside of Gemini to acquire Gemini Dollars, and using Gemini Dollars to obtain Digital Assets outside of Gemini. You agree and understand that no individual or entity, whether affiliated with Gemini or otherwise, is under any obligation to and has not affirmatively committed to, either begin engaging or continue engaging in such activities. All Gemini Customers and all holders and users of Gemini Dollars further agree and understand that such activities may affect the market for, and pricing of, any Digital Assets involved in these activities. No such activity will affect the 1:1 peg of the Gemini Dollar to the U.S. dollar, as described above.

## **Independent Accountants' Reports**

We have engaged an independent registered public accounting firm to examine and attest on a monthly basis (each, an "Independent Accountants' Report"), whether our assertion, that the market value of the balance of assets held in the Gemini Dollar Accounts is equal to or greater than the amount of Gemini Dollars issued and in circulation, is fairly stated in all material respects. Examinations and attestations are conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Independent Accountants' Reports are published within 30 days of the last Business Day of

each month. All Independent Accountants' Reports are available at <https://gemini.com/dollar>.

## **Contract Upgrades and Modifications**

You agree and understand that we have the right to upgrade or modify the smart contracts of the Gemini Dollar (collectively, the "Gemini Dollar contract") upon (i) a Catastrophic Event (as determined in our sole discretion), (ii) to maintain and/or improve upon the underlying code, or (iii) if legally obligated or compelled to do so by a court of law or other governmental body that has proper jurisdiction. As used herein, a "Catastrophic Event" means any event whereby the Gemini Dollar contract and/or related components (x) produce undesirable systemic outcomes or (y) unauthorized access results in a disruption, misuse, or our loss of control, as determined in our sole discretion. You agree and understand that we will not upgrade or modify the Gemini Dollar contract under any other circumstances.

## **Prohibited Use and Conduct Violations**

You agree and understand that the Gemini Dollar is prohibited from being used in a manner that would constitute a Conduct Violation (as defined in the 'Account Suspension' section), including, but not limited to, use on any dark market, ransomware, mixing service (i.e., a mixer or tumbler used to obscure the source of funds), or illegal activity that would violate, or assist in violation of, any Applicable Laws and Regulations (as defined in the 'Applicable Laws and Regulations' section), or which would involve proceeds of any unlawful activity. You further agree and understand that we have the right to immediately suspend, investigate, and/or terminate your account pursuant to the terms of this User Agreement for any such Conduct Violations or if we reasonably believe that Conduct Violations have occurred or may occur, as determined in our sole discretion. You agree and understand that Gemini Dollars involved in a Conduct Violation may be subject to freezing, forfeiture to, or seizure by a law enforcement agency and/or subject to

any similar limitation on its use, may be wholly and permanently unrecoverable and unusable, and may, in appropriate circumstances, be destroyed.

## **Disclaimer**

By obtaining or using the Gemini Dollar, you agree and understand that we and/or any Gemini Service Provider are not responsible to any non-Gemini Customer that uses the Gemini Dollar or for any third party that supports the Gemini Dollar. You also agree and understand that you will not make us and/or any Gemini Service Provider a party to any dispute involving a non-Gemini Customer that uses the Gemini Dollar or a third party that supports the Gemini Dollar. You further agree and understand that we and/or any Gemini Service Provider are not responsible for your use (or misuse) of the Gemini Dollar and that you will not make us and/or any Gemini Service Provider a party to any dispute involving your use (or misuse) of the Gemini Dollar. In any event, you hereby agree to indemnify us and/or any Gemini Service Provider for any and all costs, including legal costs, which are reasonably incurred by us and/or any Gemini Service Provider and related to any such disputes.

## **Questions, Feedback, and Complaints**

If you have questions, feedback, and complaints please see the 'Questions, Feedback, and Complaints' section of this User Agreement. If you are located in the State of New York, please refer to the 'New York User Complaints' section. If you are located in the State of Oregon, please refer to the 'Oregon User Complaints' section. If you are located in the State of Texas, please refer to the 'Texas User Complaints' section.

## **Dispute Resolution – Gemini Dollar**

If you are a Gemini Customer and have a dispute related to the Gemini Dollar, you agree and understand that it shall be governed by the 'Dispute Resolution' section of this User Agreement.

If you are not a Gemini Customer, by obtaining or using the Gemini Dollar, you agree and understand that obtaining or using the Gemini Dollar does not create or represent any relationship between you and us (other than the terms and conditions of this section of our User Agreement) or you and any Gemini Service Provider and does not subject us or any Gemini Service Provider to any obligations whatsoever as they relate to you. If you are not a Gemini Customer, by obtaining or using the Gemini Dollar, you further agree and understand that you will not make us and/or any Gemini Service Provider a party to any dispute, including a dispute involving the Gemini Dollar, and you hereby agree to indemnify us and/or any Gemini Service Provider for any and all costs, including legal costs, which are reasonably incurred by us and/or any Gemini Service Provider and related to such disputes.

## **Gemini Staking Services**

### **Availability**

When you hold certain Supported Digital Assets on Gemini you may be given the option to “stake” these assets in a proof of stake network via staking services provided by Gemini or a third-party service provider (“Staking Services Provider”). Please visit our [staking information page](#) for further details on how proof of stake works. Gemini Staking Services are not currently available to New York customers. The Supported Digital Assets eligible for staking services are subject to change at any time. Staked assets are not subject to Federal Deposit Insurance Corporation (“FDIC”) or Securities Investor Protection Corporation protections.

### **The Service; Rewards; Services Fee; Limitations**

If you instruct Gemini to stake your assets, Gemini or a Staking Services Provider will facilitate the staking of those assets on your behalf by acting as a transaction validator on the applicable network for the Supported Digital Asset you stake. If Gemini or the Staking Services Provider successfully validates a block of

transactions in that Supported Digital Asset, you may earn a reward granted by that Supported Digital Asset's network. Your reward will be determined by the protocols of the applicable network. Gemini will distribute any earned rewards to you after receipt by Gemini, minus a Staking Services Fee, which may be up to 15% of the rewards. Some Digital Asset networks subject staked assets to "slashing" if the transaction validator representing those assets incorrectly validates a transaction. Gemini and/or the Staking Services Provider will use commercially reasonable efforts to prevent any staked assets from slashing; however, in the event they are, unless otherwise provided in this Agreement, Gemini will promptly replace your assets at no additional cost.

Some Digital Asset Networks may impose a waiting period while staking, during which your staked assets will be restricted from transfer or sale ("Unbonding Period"). If you instruct Gemini to unstake your assets, you will not have access to your assets until the expiration of any applicable Unbonding Period. Gemini may also impose an additional waiting period in order to facilitate transfer of your assets to your Gemini Account after the expiration of any applicable Unbonding Period. If rewards are collected on your staked assets during an Unbonding Period, Gemini will credit these rewards to your Gemini Account.

No Guarantee of Rewards. You have no right to a reward until it is received by Gemini. Rewards will be distributed to your account promptly after they are received by Gemini. Unless otherwise specified, the "staking rewards rate" disclosed by Gemini for a particular Supported Digital Asset is an annualized historical rate based on the staking rewards generated by Gemini and/or the Staking Services Provider in providing staking services to Gemini customers for that Supported Digital Asset over the last ninety (90) days. This rate is an estimate and may change over time. GEMINI DOES NOT GUARANTEE THAT YOU WILL RECEIVE ANY STAKING REWARDS, INCLUDING THE STAKING REWARDS RATES.

Governance and Voting. For certain Digital Assets, the underlying protocols offer stakers the ability to vote on matters related to the governance of protocol-level

issues. Gemini may or may not support voting for such assets, and may cease supporting voting at any time in its discretion. In certain cases, Gemini may vote on your behalf where Gemini or the applicable protocol does not support delegated voting.

Ethereum Staking. If you instruct Gemini to stake your ETH, the amount you designate will become bonded to the Ethereum protocol and unavailable for withdrawal until the appropriate phase of the Ethereum network upgrade is completed. The timing and ultimate success of this upgrade is outside of Gemini's control. As a result, you will be unable to unstake and withdraw your ETH and any accumulated rewards during the intervening time. If you wish to retain the ability to transfer your ETH or are otherwise uncomfortable with this restriction, you should not instruct Gemini to stake your ETH.

## **FDIC Insurance**

Digital Assets held in your Digital Asset account, including your Gemini Dollars, are not subject to deposit insurance protection, including but not limited to, FDIC insurance or Securities Investor Protection Corporation protections.

You may, however, be eligible to receive FDIC "pass-through" insurance for U.S. dollar cash deposits in your Fiat Account held in one or more Omnibus Accounts at one or more Banks located in the United States and for the portion of the Gemini Dollar Reserve represented by U.S. dollar cash deposits maintained in Gemini Dollar Omnibus Accounts. The portion of U.S. dollar deposits that are held at FDIC-insured Banks are held at one of the following institutions: Silvergate Bank, State Street Bank and Trust Company, JPMorgan Chase Bank, N.A., and Signature Bank. Your U.S. dollar deposits will be held solely in one of the following types of assets: (1) deposits at U.S. FDIC-insured Banks; (2) money-market funds, invested only in U.S. Treasury Obligations; and (3) U.S. Treasury Obligations.

This FDIC "pass-through" insurance may be available in the event that the Bank holding such U.S. dollar cash deposits becomes subject to resolution or similar

proceedings by the FDIC. Such “pass-through” insurance is subject to the Standard Maximum Insurance Amount per FDIC regulations (currently \$250,000 per eligible Gemini Customer) and other applicable limitations. Our policy is to comply, in good faith, with the regulations and other requirements of the FDIC for pass-through deposit insurance, including those contained in 12 C.F.R. § 330. FDIC pass-through insurance does not cover any losses resulting from any unauthorized access to your User Account.

As noted above, Gemini holds a portion of U.S. dollars that make up the Gemini Dollar Reserve in one or more Gemini Dollar Omnibus Accounts with the intention that they be eligible for FDIC “pass-through” deposit insurance. This means that, if you are a Gemini customer and hold your Gemini Dollars in your Gemini Account, Gemini will maintain records showing your interest in the Gemini Dollar Omnibus Accounts for any portion of your U.S. dollars that is held in a Gemini Dollar Omnibus Accounts.

Note the following with respect to FDIC “pass-through” insurance:

- Gemini will maintain records of your ownership of U.S. dollar cash deposits in your Fiat Account held in one or more Omnibus Accounts and of Gemini Dollars and, accordingly, your interest in one or more Gemini Dollar Omnibus Accounts, in a manner reasonably designed to satisfy the FDIC’s requirements for obtaining “pass-through” insurance.
- The ultimate availability of FDIC “pass-through” insurance and the actual amount of any such insurance may depend on other factors. This includes your ability to verify your ownership of U.S. dollar cash deposits in your Fiat Account and of Gemini Dollars in your Gemini Account and the Standard Maximum Deposit Insurance Amount per FDIC regulations. The Standard Maximum Deposit Insurance Amount is calculated by looking to the balance of all deposit accounts held in your name or held on your behalf at each FDIC-insured bank. Accordingly, if you hold other deposits at one of the Banks, this may limit the total amount of FDIC insurance available to you.
- The portion of your Fiat Account and the portion of the Gemini Dollar Reserve that are held in money market accounts or in investment accounts holding U.S. Treasury Obligations are not insured and you are

not eligible for FDIC pass-through insurance for any portion of your Fiat Account or the Gemini Dollar Reserves held in such accounts.

- The availability of FDIC “pass-through” insurance depends on recordkeeping of the ultimate holder of Gemini Dollar and, as such, FDIC “pass-through” insurance may not be available if you are not a Gemini customer and/or do not hold your Gemini Dollars at Gemini.

Please note: Non U.S. dollar deposits held at any Banks or financial institutions, as well as U.S. dollar deposits held at Banks or financial institutions located outside of the United States, may not be subject to or eligible for FDIC deposit insurance.

Certain circumstances may require us to transfer fiat currency between two or more of our Omnibus Accounts or terminate our relationship with one of our Banks. Movements of fiat currency between Omnibus Accounts are recorded in detail and will not affect the available balance in the Fiat Account of your Gemini Account.

Notice for U.K. Users: If your U.S. dollar deposits are held in an Omnibus Account at a Bank located in the United States, you are not entitled to lodge a complaint with the UK Financial Ombudsman Service (“FOS”) with respect to these U.S. dollar deposits, however, you may be entitled to lodge a complaint with the U.S. Consumer Financial Protection Bureau (“CFPB”).

## **Privacy of Information**

You agree that the information contained in your User Account and Gemini Account is only for you and that you will not cause others to access or rely upon it (other than your tax advisor or attorney, or as otherwise prescribed by law) without our prior Written Consent. We agree that we will keep such information confidential, subject to the following paragraph.

You acknowledge and agree to the collection, use, and disclosure of your personal information in accordance with Gemini’s [Privacy Policy](#), which is incorporated into this User Agreement by reference.

## **Recording and Recordkeeping**



You agree and understand that for our mutual protection we may electronically record any telephone conversation we have with you. You also agree and understand that we maintain and retain records of all information, activities, and communications relating to your User Account, Gemini Account, and use of Gemini.

## **General Use**

### **Code of Conduct**

We work hard to make Gemini safe, secure, and compliant. To that end, we expect that you treat our employees, including our Customer Support Team, as you would like to be treated yourself: with respect. Any use of inappropriate or abusive language towards any of our employees is strictly prohibited. Examples include, but are not limited to, verbal threats, harassment, aggressive comments, or behavior that is disrespectful. This type of behavior is a direct violation of our Code of Conduct and this User Agreement. If you engage in this type of behavior, we will politely ask you to stop. If you continue to engage in this type of behavior, we will terminate your account.

### **Proprietary Rights and Limitations on Use**

Gemini is our proprietary platform. Gemini is protected by copyright and other intellectual property laws. Except as set forth in our API agreement (“API Agreement”) and our Market Data Agreement, you agree and understand not to modify, copy, reproduce, retransmit, distribute, sell, publish, broadcast, create derivative works from, or store Gemini source code or similar proprietary or confidential data or other similar information provided via Gemini, without our express prior written consent. You may not use Gemini for any unlawful purpose. We hereby grant you a non-assignable and non-exclusive personal, worldwide, royalty-free license to use Gemini and to access Gemini Market Data and other informational content through Gemini in accordance with our API Agreement,

Market Data Agreement, and this User Agreement. All other uses are prohibited. All rights in and to Gemini, and not granted herein, are reserved. For more information, please see our API Agreement and Market Data Agreement here:

<https://gemini.com/api-agreement>

<https://gemini.com/market-data-agreement>

Gemini and the Gemini logo (whether registered or unregistered) (the “Gemini Marks”) are proprietary marks licensed to Gemini and protected by applicable trademark laws. Nothing contained in this User Agreement should be construed as granting any license or right to use any of the Gemini Marks displayed here without our express written consent. Any unauthorized use of the Gemini Marks is strictly prohibited.

Also, you may not use any of the Gemini Marks in connection with the creation, issuance, sale, offer for sale, trading, distribution, solicitation, marketing, or promotion of any investment products (e.g., Digital Assets, fiat currency, securities, commodities, investment or trading products, derivatives, structured products, investment funds, investment portfolios, commodity pools, swaps, securitizations or synthetic products, etc.), including where the price, return, and/or performance of the investment product is based on, derived from, or related to Gemini or any portion thereof, without a separate written agreement with us. We may use technology that is the subject of one or more pending patent applications.

## **Service Modifications**

You agree and understand that we may modify part of or all of Gemini without notice.

## **Downtime and Maintenance**

You agree and understand that part of or all of Gemini may be periodically unavailable during scheduled maintenance or unscheduled downtime (collectively, “Downtime”).

For information on Gemini's scheduled maintenance windows, please see our Marketplace page here:

<https://gemini.com/fees/marketplace#downtime>

You agree and understand that Gemini is not liable or responsible to you for any inconvenience or damage to you as a result of Downtime. Following Downtime, when services resume, you understand that market conditions and prices may differ significantly from the market conditions and prices prior to such Downtime.

## **Risks**

Please note the following risks in accessing or using Gemini:

- The risk of loss in trading Digital Assets may be substantial and losses may occur over a short period of time;
- The price and liquidity of Digital Assets has been subject to large fluctuations in the past and may be subject to large fluctuations in the future;
- Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of Digital Assets;
- In your jurisdiction, Gemini may not be regulated as a financial institution;
- Deposits into your Digital Asset Account and your Fiat Account may not be considered deposits under the applicable laws, rules, or regulations in your jurisdiction;
- Fiat currency in the Fiat Account of your Gemini Account may not be subject to applicable deposit insurance protection;
- Digital Assets in the Digital Asset Account of your Gemini Account are not subject to deposit insurance protection, including, but not limited to, FDIC insurance or Securities Investor Protection Corporation protections;
- Digital Assets are not legal tender and are not backed by the government;
- Transactions in Digital Assets may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable;
- Some Digital Asset transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiated the transaction;

- The value of Digital Assets may be derived from the continued willingness of market participants to exchange fiat currency or Digital Assets for Digital Assets, which may result in the potential for permanent and total loss of value of a particular Digital Asset should the market for that Digital Asset disappear;
- The nature of Digital Assets may lead to an increased risk of fraud or cyber attack, and may mean that technological difficulties experienced by Gemini may prevent the access to or use of your Digital Assets; and
- Any bond or trust account maintained by Gemini for the benefit of our Users may not be sufficient to cover all losses due to theft or fraud incurred by Users.

You agree and understand that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for yourself, and that Gemini does not give advice or recommendations regarding Digital Assets, including the suitability and appropriateness of, and investment strategies for, Digital Assets. You agree and understand that you access and use Gemini at your own risk; however, this brief statement does not disclose all of the risks associated with Digital Assets and using Gemini. You should, therefore, carefully consider whether such use is suitable for you in light of your circumstances and financial resources. You should be aware that you may sustain a total loss of the funds in your Gemini Account, and that under certain market conditions, you may find it difficult or impossible to liquidate a position.

### **Third-Party Websites**

Gemini may link to other websites operated by or with content provided by third parties, and such other websites may link to our website. You agree and understand that Gemini has no control over any such other websites or their content and will have no liability arising out of or related to such websites or their content. The existence of any such links does not constitute an endorsement of such websites, their content, or their operators. Gemini is providing these links to you only as a convenience.

### **Third-Party Service Providers**

You agree and understand that we may use third parties to gather, review, and transmit your data and activity from one or more of your financial institutions to us. By using Gemini, you agree to grant third-party providers that we may engage, including, but not limited to, Plaid Technologies, Inc. (See <https://plaid.com/legal>) the right, power, and authority to access and transmit your data, activity, and personal and financial information from one or more of your financial institutions to us in accordance with and pursuant to their terms and conditions, privacy policy, and/or other policies.

You agree and understand that we may use third parties to gather, review, and submit or facilitate submitting your data and activity from us to regulatory authorities on our behalf. By using Gemini, you agree to grant third-party providers that we may engage, the right, power, and authority to access and submit your data, activity, and personal and financial information to regulatory authorities on our behalf and in accordance with and pursuant to their terms and conditions, privacy policy, and/or other policies.

### **Third-Party Information Accuracy and Usage**

An information provider is any company or person who directly or indirectly provides us with information ("Information Provider"). Such information could include, but is not limited to, overall market data, quotations from other exchanges, markets, dealers, and/or miners of Digital Assets. The third-party information we may provide through Gemini has been obtained from Information Providers and sources we believe are reliable; however, we cannot guarantee that this information is accurate, complete, timely, or in the correct order. The information belongs to the Information Providers. You may use this information only for your own benefit. You may not reproduce, sell, distribute, circulate, create derivative works from, store, commercially exploit in any way, or provide it to any other person or entity without our written consent or the consent of the Information Provider, if required.

## **Tax Advice and Information**

You agree and understand that Gemini does not provide legal, tax, or investment advice, and to the extent you deem necessary, you will consult with qualified professionals in your own jurisdiction prior to using Gemini or implementing any financial plan. We will, however, provide you with any necessary information required of you by the Internal Revenue Service or any other applicable governmental agency if you have executed at least one Trade on Gemini. Please email [compliance@gemini.com](mailto:compliance@gemini.com) if you have any questions.

## **Non Solicitation**

You agree and understand that all Orders received through and by Gemini are considered unsolicited, which means that you have not received any investment advice from us or any Gemini Service Provider in connection with any Orders you place, including those you place via our API, and that we do not conduct a suitability review of any Orders you place, including those you place via our API. You also agree and understand that you have not and do not expect to receive any investment advice from us nor any of our affiliates in connection with your Orders. In addition, you agree and understand that your review of our blog and/or FAQ does not constitute any solicitation or investment advice.

## **Investment Advice**

You agree and understand that all investment decisions are made solely by you. Notwithstanding anything in this User Agreement, you agree and understand that we accept no responsibility whatsoever for, and shall in no circumstances be liable to you in connection with, your decisions. You agree and understand that under no circumstances will the operation of Gemini and your use of Gemini be deemed to create a relationship that includes the provision of or tendering of investment advice.

## **Sophisticated Investing**

You agree and understand that by using Gemini and placing Orders, you have sufficient knowledge to place such Orders. You are responsible for making sure that any Orders placed by you are accurate and intentional. We may, in some cases, and at our sole discretion, require secondary electronic, verbal, written or other confirmation before acting if your account activity is outside of its normal range of activities.

You agree and understand that the information and services provided by Gemini are not provided to, and may not be used by, any individual or institution in any jurisdiction where the provision or use thereof would be contrary to any Applicable Laws and Regulations, the rules or regulations of any governmental authority or regulatory organization, or where Gemini is not authorized to provide such information or services. Gemini may not be available in all jurisdictions.

## **Accessing Gemini**

You agree and understand that you are not allowed to enter any restricted area of any computer or network of Gemini or any Gemini Service Provider under any circumstances, or perform any functions that are not authorized by this User Agreement. You should never access Gemini from an unsecured or public computer and/or network.

## **Press Guidelines**

We encourage and hereby authorize press and media to refer to Gemini, provided that any reference is accompanied by:

- Attribution to Gemini, and
- A hyperlink to Gemini.com, when possible.

For all press and media inquiries, please email [press@gemini.com](mailto:press@gemini.com).

## **Prohibited Use**

## **Sanctions and Export Controls**

The services we provide are subject to United States and international export controls and economic sanctions requirements. By purchasing Digital Assets on Gemini, you represent and warrant that your acquisition and use of any such Digital Assets comports with those requirements. Without limiting the foregoing, you may not buy Digital Assets on Gemini or use any of our services that we provide if: (i) you are in, under the control of, or a national or resident of any country or region subject to sanctions or embargoes issued by OFAC, the U.S. Department of State, the United Nations, the UK's HM Treasury's financial sanctions regime, or any other applicable government authority (each, a "Prohibited Jurisdiction"); (ii) you are on OFAC's Specially Designated Nationals List, the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, HM Treasury's financial sanctions regime, or any similar list of restricted persons issued by an applicable government authority (each, a "Governmental Watchlist") ((i) and (ii), a "Sanctioned Person"); or (iii) you intend to sell any Digital Assets bought on Gemini or offer any services that we provide on Gemini to any Prohibited Jurisdiction or Sanctioned Person.

## **Gambling Policy**

It is generally illegal in the United States – without a government-issued license – to require a person to pay money, give something of value, or expend significant effort (in legal terms, "consideration") to enter or participate in an activity or promotion in which he or she may win a prize if there is a significant degree of chance involved (e.g., a random drawing to determine winners) ("Illegal Gambling").

As such, we have a Gambling Policy that prohibits the use of Gemini for storing, sending, or receiving wagers or proceeds of Illegal Gambling. Proceeds derived from trading contracts for differences and spread bets on licensed and regulated platforms do not constitute Illegal Gambling or a violation of our Gambling Policy. We employ a number of methods to detect violations of our Gambling Policy.



You agree and understand that we have the right to immediately (i) suspend your account and any related account, (ii) freeze/lock the funds and assets in all such accounts, and (iii) suspend your access to Gemini, if we suspect, in our sole discretion, any such accounts to be in violation of our Gambling Policy, which is a direct violation of this User Agreement.

You agree and understand that if your account or any related account is determined, in our sole discretion, to be in violation or to have been in violation of any provision of our Gambling Policy, which is a direct violation of this User Agreement, we have the right to terminate any such accounts and take any and all necessary and appropriate actions pursuant to this User Agreement and/or Applicable Laws and Regulations.

## **General Provisions**

You agree and understand to be legally bound by the terms and conditions set forth in this User Agreement and that this User Agreement governs your use of Gemini and the services we provide. By clicking "I AGREE," during the account opening process, you agree and understand to be legally bound by the terms and conditions of this User Agreement and agree and understand that you have received the disclosures set forth herein. If you do not agree to be legally bound by the terms and conditions of this User Agreement, do not click "I AGREE" and please do not visit, access, or use Gemini in any capacity or manner. Whether or not you click "I AGREE," if you sign up for an account and use Gemini in any capacity or manner, you agree, by virtue of any such action, to be legally bound by the terms and conditions of this User Agreement (including any changes or amendments) in their entirety.

## **Disclaimer of Warranties**

For the avoidance of doubt, neither we nor any Gemini Service Provider are giving investment advice, tax advice, legal advice, or other professional advice by

allowing you to use Gemini, the Gemini Dollar, and the services we or any Gemini Service Provider provide, including, but not limited to, the ability to buy, sell, or store Digital Assets or fiat currency. In addition, neither we nor any Gemini Service Provider recommend, or endorse that you buy or sell Digital Assets, including bitcoin, ether, the Gemini Dollar, or any other asset, or that you make any investment or enter into any Trade. Before engaging in any trading or investment activity, you should always consult a qualified professional.

THE SERVICES WE AND GEMINI SERVICE PROVIDERS PROVIDE ARE PROVIDED TO YOU ON A STRICTLY “AS IS,” “WHERE IS,” AND “WHERE AVAILABLE” BASIS. NEITHER WE NOR ANY GEMINI SERVICE PROVIDER REPRESENT OR WARRANT TO THE ACCURACY, COMPLETENESS, CURRENTNESS, NON INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF GEMINI OR THE INFORMATION CONTAINED THEREIN OR SERVICES CONTAINED THEREON. GEMINI DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SITE OR USE OF THE SERVICES WILL BE CONTINUOUS, UNINTERRUPTED, OR ERROR-FREE.

### **Disclaimer of Liability**

EXCEPT TO THE EXTENT REQUIRED BY LAW, NEITHER WE NOR ANY GEMINI SERVICE PROVIDER SHALL BE LIABLE TO YOU, WHETHER IN CONTRACT OR TORT, FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SIMILAR DAMAGES, INCLUDING LOST TRADING OR OTHER PROFITS, DIMINUTION IN ASSET VALUE, OR LOST BUSINESS OPPORTUNITIES (EVEN IF WE AND/OR ANY GEMINI SERVICE PROVIDER HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF) IN CONNECTION WITH THIS USER AGREEMENT, YOUR USE OR ATTEMPTED USE OF GEMINI, THE GEMINI DOLLAR, OR ANY OF THE INFORMATION, SERVICES OR TRANSACTIONS CONTEMPLATED BY THIS USER AGREEMENT. GEMINI’S TOTAL LIABILITY FOR BREACH OF THIS AGREEMENT SHALL BE LIMITED BY THE VALUE OF ANY OF YOUR ALLEGEDLY LOST FIAT

CURRENCY AND DIGITAL ASSETS IN THE CUSTODY OF GEMINI AT THE TIME OF LOSS.

YOU AGREE AND UNDERSTAND THAT NEITHER WE NOR ANY GEMINI SERVICE PROVIDER SHALL BE LIABLE FOR DELAYS OR INTERRUPTIONS IN SERVICE CAUSED BY AUTOMATED OR OTHER COMPLIANCE CHECKS OR FOR OTHER REASONABLE DELAYS OR INTERRUPTIONS IN SERVICE, BY DEFINITION TO INCLUDE ANY DELAY OR INTERRUPTION SHORTER THAN ONE WEEK, OR DELAYS OR INTERRUPTIONS IN SERVICE BEYOND THE CONTROL OF GEMINI OR ITS SERVICE PROVIDERS.

THIS LIMITATION ON LIABILITY INCLUDES, BUT IS NOT LIMITED TO ANY DAMAGE OR INTERRUPTIONS CAUSED BY ANY COMPUTER VIRUSES, SPYWARE, SCAMWARE, TROJAN HORSES, WORMS, OR OTHER MALWARE THAT MAY AFFECT YOUR COMPUTER OR OTHER EQUIPMENT, OR ANY PHISHING, SPOOFING, DOMAIN TYPOSQUATTING, OR OTHER ATTACKS, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS (E.G., YOU CANNOT ACCESS YOUR INTERNET SERVICE PROVIDER), UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS, OR ANY FORCE MAJEURE. NEITHER WE NOR ANY GEMINI SERVICE PROVIDER GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO GEMINI.

IF THIS DISCLAIMER OF LIABILITY SECTION IS DEEMED TO CONFLICT WITH ANY OTHER SECTION OF THIS USER AGREEMENT, THIS DISCLAIMER OF LIABILITY SECTION SUPERSEDES THE OTHER SECTION.

## **Reasonable Care**

We agree to take reasonable care and use commercially reasonable efforts in executing our responsibilities to you pursuant this User Agreement, or such higher care where required by law or as specified by this User Agreement.

You agree that we cannot be held responsible for any failure or delay to act by any Gemini Service Provider, including our Banks, or any other participant that is

within the time limits permitted by this User Agreement or prescribed by law, or that is caused by your negligence.

You further agree that neither we nor any Gemini Service Provider can be held responsible for any erroneous Order or Trade (as defined in the 'Erroneous Orders' and 'Erroneous Trades' sections) or "System Failure" (defined as a failure of any computer hardware or software used by Gemini, a Gemini Service Provider, or any telecommunications lines or devices used by Gemini or a Gemini Service Provider), or Downtime, which prevents us from fulfilling our obligations under this User Agreement, provided that we or the relevant Gemini Service Provider (as applicable) used commercially reasonable efforts to prevent or limit such erroneous Orders, erroneous Trades, System Failures, or Downtime. You also agree that neither we nor any Gemini Service Provider can be held responsible for any other circumstances beyond our or such Gemini Service Providers' (as the case may be) reasonable control.

In addition, you agree and understand that any act or omission made by us or any Gemini Service Provider in reliance upon or in accordance with any provision of the Uniform Commercial Code as adopted in New York, or any rule or regulation of the State of New York, New York State Department of Financial Services, or a federal agency having jurisdiction over such party, shall constitute reasonable care and be commercially reasonable.

We use commercially reasonable efforts to provide you with a reliable and secure platform, which includes our Exchange and Custody Services. From time to time, interruptions, errors or other deficiencies in service may occur due to a variety of factors, some of which are outside of our control. These factors can contribute to delays, errors in service, or system outages. You may experience difficulties in accessing your Gemini Account, withdrawing your fiat currency or Digital Assets, depositing your fiat currency or Digital Assets, and/or placing and/or canceling Orders.

## **Force Majeure**

You agree and understand that in no event shall we or any Gemini Service Provider be liable for any delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition, whether or not foreseeable, beyond our or any Gemini Service Providers' reasonable control, including, but not limited to, any act of God, nuclear or natural disaster, epidemic, action or inaction of civil or military authorities, act of war, terrorism, sabotage, civil disturbance, strike or other labor dispute, accident, state of emergency or interruption, loss, or malfunction of equipment or utility, communications, computer (hardware or software), Internet or network provider services.

## **Indemnities**

In no event shall we or any Gemini Service Provider be liable for any act, omission, error of judgment, or loss suffered by you in connection with this User Agreement or your use or attempted use of Gemini or the Gemini Dollar. You agree to indemnify and hold us and all Gemini Service Providers harmless from or against any or all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including reasonable attorneys' fees), claims, disbursements or actions of any kind and injury (including death) arising out of or relating to your use of Gemini, the Gemini Dollar, or our and any Gemini Service Providers' performance or nonperformance of duties to you.

If you are a California resident, you waive California Civil Code Section 1542, which states:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

## **Legal Costs**

You agree to indemnify us and any Gemini Service Provider for actual, reasonable legal costs and expenses directly related to your account or any related account that are a result of any regulatory inquiry, legal action, litigation, dispute, or investigation whether such situations occur or are anticipated, that arise or relate to you or your use of Gemini. As a result, we will be entitled to charge your Gemini Account for such costs without notice, including legal and enforcement related costs that we incur. Any withholding will last for a period of time that is reasonably necessary to resolve any regulatory or legal issue at hand, and we may place any amounts garnered from you in a separate account, and will pay you the remaining balance after any noted issue has been resolved. Furthermore, you agree that where such anticipated or actual actions relate to a specific asset in your account, that asset may not be transferred out of said account until the matter is resolved. We will provide copies of all invoices on request.

## **Entire Agreement**

This User Agreement, our Privacy Policy, our API Agreement, Custody Agreement, and our Market Data Agreement, incorporated by reference herein, comprise the entire understanding and agreement entered into by and between you and Gemini Trust Company, LLC as to the subject matter hereof, and supersede any and all prior discussions, agreements, and understandings of any kind (including without limitation any prior versions of this User Agreement), as well as every nature between and among you and us. If you participate in Gemini Earn (the “Program”), your use of and participation in the Program are also governed by the [Gemini Earn Terms of Service and Authorization Agreement](#) (“Authorization Agreement”). By your participation in the Program and/or acceptance of this Agreement, you acknowledge that you have read, understand, and agree to the Authorization Agreement, and any modifications thereof, as of time you accept this Agreement.

## **Separately Negotiated Arrangements**

From time to time, we may, subject to Applicable Laws and Regulations and as determined by us in our sole discretion, enter into separately negotiated arrangements with certain Gemini Customers pursuant to a confidential side letter or similar agreement that supplements certain of the economic or other terms of this User Agreement, in each case solely as applicable to that Gemini Customer's relationship with and use of Gemini. Such arrangements may involve, among other matters: (i) different incentives, including, but not limited to, different economic, funding, and/or fee terms, or other payments; (ii) the ability to receive additional or customized market information not generally available to other Gemini Customers (subject to the terms of the Gemini API Agreement); (iii) preferred access to Gemini customer service resources; (iv) an agreement to permit representatives of such Gemini Customer to serve on any customer representative bodies or advisory committees that we may form; or (v) an agreement to provide such Gemini Customer with incentives, including, but not limited to, different economic, funding, and/or fee terms, or other payments, in connection with their creation, holding, and/or use of the Gemini Dollar.

Any such separately negotiated arrangements will be entered into based on factors or considerations determined by us to be relevant in our sole discretion, and arrangements or terms offered to one Gemini Customer generally are not available to all, or even any, other Gemini Customers. Examples of factors we may consider in deciding whether to negotiate customized terms via a confidential side letter or similar agreement include, but are not limited to: (i) whether a Gemini Customer plans to or is expected to conduct a significant or high volume of trading activity on our Exchange, or (ii) whether a Gemini Customer is subject to specific and unique legal, tax, or regulatory obligations or requirements. You agree and understand that you nor any other Gemini Customer shall have any right or legal recourse against us or any Gemini Customer that receives additional or different rights or terms as a result of a separately negotiated arrangement. You further agree and understand that the validity of or enforceability of the terms and conditions of this User Agreement entered into by and between you and Gemini

Trust Company, LLC, shall not be affected by the existence of or the terms and conditions of any separately negotiated arrangement with any Gemini Customer.

## **Assignment**

This User Agreement, or your rights and obligations hereunder, may not be transferred by you, but may be assigned by us without restriction. Any attempted transfer or assignment by you in violation hereof shall be null and void. This User Agreement shall be binding and inure to the benefit of the parties hereto, our successors, and permitted assigns.

## **Relationship of the Parties**

You agree and understand that nothing in this User Agreement shall be deemed to constitute, create, imply, give effect to, or otherwise recognize a partnership, employment, joint venture, or formal business entity of any kind; and the rights and obligations of the parties shall be limited to those expressly set forth herein. Except for the indemnity and exculpation provisions herein, nothing expressed in, mentioned in, or implied from this User Agreement is intended or shall be construed to give any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to this User Agreement to enforce any of its terms which might otherwise be interpreted to confer such rights to such persons, and this User Agreement and all representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the exclusive benefit of you and us.

## **Injunctive Relief**

You agree and understand that your obligations and the obligations of each user set forth in this User Agreement are necessary and reasonable in order to protect us and our business. You expressly agree that due to the unique nature of our business, monetary damages would be inadequate to compensate us for any breach by you of your covenants and agreements set forth in this User Agreement. Accordingly, you agree and understand that any such violation or



threatened violation shall cause irreparable injury to the us and that, in addition to any other remedies that may be available, in law, in equity or otherwise, we shall be entitled to obtain injunctive relief against any threatened breach of this User Agreement or your continuation of any such breach, without the necessity of proving actual damages.

## **Severability**

You agree and understand that if any provision of this User Agreement, or application thereof, shall be determined to be invalid or unenforceable under any rule, law, or regulation or by any governmental agency, local, state, or federal, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law. You further agree and understand that the validity of or enforceability of any other provision (or of such provision, to the extent its application is not invalid or unenforceable) of this User Agreement shall not be affected.

## **Change of Control**

In the event that we are acquired by or merged with a third-party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

## **Survival**

You agree and understand that all provisions of this User Agreement, which by their nature extend beyond the termination or expiration of this User Agreement, including, but not limited to, sections pertaining to suspension, investigations, remedies for breach, termination, debts owed, right to offset, unclaimed funds, general use of Gemini, disputes with us, and general provisions, shall survive the termination or expiration of this User Agreement.

## **Miscellaneous**

Section headings in this User Agreement are for convenience only, and do not govern the meaning or interpretation of any provision of this User Agreement. Unless the express context otherwise requires: (i) the words “hereof,” “herein,” “hereunder” and words of similar import, when used in this User Agreement, shall refer to this User Agreement as a whole and not to any particular provision of this User Agreement; (ii) the terms defined in the singular have a comparable meaning when used in the plural and vice versa; (iii) wherever the word “include,” “includes” or “including” is used in this User Agreement, it shall be deemed to be followed by the words “without limitation”; (iv) the word “extent” in the phrase “to the extent” shall mean the degree to which a subject or other thing extends and such phrase shall not mean simply “if”; and (v) the word “or” shall not be interpreted to be exclusive.

## **English Language Controls**

Notwithstanding any other provision of this User Agreement, any translation of this User Agreement is provided for your convenience. The meanings of terms, conditions, and representations herein are subject to their definitions and interpretations in the English language.

## **Written Notice**

If we send an email to the email address on record for your User Account, you agree and understand that this constitutes written notice (“Written Notice”) from us to you. If you visit our [Help Center](#), this constitutes Written Notice from you to us. For all notices made by email, the date of receipt is considered to be the date of transmission.

## **Business Day**

A business day (“Business Day”) shall mean any day other than a Saturday, a Sunday, or day when federal banks located in the State of New York are closed for a legal holiday or by government directive.

## **Non-Waiver of Rights**

This User Agreement shall not be construed to waive rights that cannot be waived under Applicable Laws and Regulations, including applicable state money transmission laws in the state where you are located. In addition, our failure to insist upon your strict compliance with any term or provision of this User Agreement shall not be construed as a waiver for you to not comply with such term or provision.

## **Governing Law**

This User Agreement, your use of Gemini, your rights and obligations, and all actions contemplated by, arising out of or related to this User Agreement shall be governed by the laws of the State of New York, as if this User Agreement is a contract wholly entered into and wholly performed within the State of New York. YOU AGREE THAT ALL ORDERS, TRADES, DEPOSITS, WITHDRAWALS, OR SALES ON GEMINI AND CONTEMPLATED ACCORDING TO THE TERMS OF THIS USER AGREEMENT SHALL BE DEEMED TO HAVE OCCURRED IN THE STATE OF NEW YORK AND BE SUBJECT TO THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS PROVISIONS.

## **Dispute Resolution**

You and Gemini agree and understand that any controversy, claim, or dispute arising out of or relating to this User Agreement or your relationship with Gemini — past, present, or future — shall be settled solely and exclusively by binding arbitration held in the county in which you reside, or another mutually agreeable location, including remotely by way of video conference administered by National Arbitration and Mediation ("NAM") and conducted in English, rather than in court. You and Gemini expressly agree that any dispute about the scope of this User Agreement to arbitrate and/or the arbitrability of any particular dispute shall be resolved in arbitration in accordance with this section. You and Gemini expressly agree that an arbitrator may issue all appropriate declaratory and injunctive relief

necessary to ensure the arbitration of disputes (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). You and Gemini agree to keep any arbitration strictly confidential.

You and Gemini agree that this arbitration provision applies not just to disputes between you and Gemini but also to (a) disputes with Gemini and any other party named or added as a co-defendant along with Gemini at any time, and (b) disputes in which a party is named as a defendant involving claim(s) arising from or related to this User Agreement or any other Gemini agreement or program terms, even if Gemini is not named or added as a defendant. Any such co-defendant or defendant is a third-party beneficiary entitled to enforce this arbitration provision.

You and Gemini agree that the arbitrator shall have the authority to order any remedies, legal or equitable, which a party could obtain from a court of competent jurisdiction in an individual case based on the claims asserted, and nothing more. The arbitrator shall not award punitive or exemplary damages to either party, unless such remedies would otherwise be available under applicable law.

You and Gemini agree that this arbitration provision evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. s. 1 et seq. ("FAA"), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties to be bound by the provisions of the FAA for all purposes, including, but not limited to, interpretation, implementation, enforcement, and administration of this arbitration provision, and the FAA shall preempt all state laws to the fullest extent permitted by the law.

You and Gemini agree that good-faith, informal efforts to resolve disputes often can result in a prompt, low-cost, and mutually beneficial outcome. Therefore, a party who intends to seek arbitration must first send to the other a written Notice of Dispute ("Dispute Notice"). Any Dispute Notice to Gemini must be sent to support@gemini.com ("Notice Address"). Any Dispute Notice to you by Gemini will be sent to the email address registered with your Gemini Account. Any Dispute

Notice must include: (a) the name, address, and email address of the party providing the Dispute Notice; (b) a description of the nature and basis of the claim or dispute, including any relevant facts regarding Gemini or your use of Gemini; (c) an explanation of the specific relief sought, including the total damages sought, if any, and the basis for the damage calculations; (d) a signed statement from the party providing the Dispute Notice verifying the accuracy of the contents of the Dispute Notice; and (e) if the dispute is from you, and you have retained an attorney, a signed statement from you authorizing Gemini to disclose your account details to your attorney if necessary in resolving your claim or dispute. Any Dispute Notice from you must be individualized, meaning it can only concern your dispute and no other person's dispute. And any Dispute Notice from Gemini must be individualized, meaning it can only concern you and no other person. You also agree that, after sending a Demand Notice to Gemini, at Gemini's request you will personally participate in a discussion by telephone with Gemini to discuss whether an agreement can be reached to resolve the claim before arbitration is initiated. If you are represented by counsel, you agree that you will personally attend the telephone conference with your counsel. Gemini also agrees to participate in such a telephone discussion at your request. Any informal dispute resolution conferences shall be individualized, such that a separate conference must be held each time either party intends to commence individual arbitration; multiple individuals initiating claims cannot participate in the same informal telephonic dispute resolution conference, unless mutually agreed to by the parties. You agree that compliance with these informal dispute resolution procedures is a condition precedent to commencing arbitration, and that the arbitrator shall dismiss any arbitration filed without fully and completely complying with these informal dispute resolution procedures.

If you and Gemini do not reach an agreement to resolve a claim within 60 days after a Demand Notice is received, you or Gemini may commence an arbitration proceeding; except that, if either you or Gemini send the other an incomplete Dispute Notice, the 60-day period begins only after a complete Dispute Notice is

received, and if either you or Gemini request a telephone discussion, the 60-day period begins only after the discussion has occurred. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in these informal dispute resolution procedures.

Should any dispute proceed to arbitration, you and Gemini agree that any such arbitration shall be conducted in accordance with the prevailing NAM rules and procedures (including the Comprehensive Dispute Resolution Rules and Procedures and/or the Supplemental Rules for Mass Arbitration Filings, as applicable) ("NAM Rules"), with the following exceptions to the NAM Rules if in conflict:

- The arbitration shall be conducted by one neutral arbitrator;
- Each side agrees to bear its own attorney's fees, costs, and expenses, unless such remedies would otherwise be available under applicable law, or unless the arbitrator finds that a claim, counterclaim, or defense is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and
- All pleadings submitted in arbitration are subject to the standards set forth in Federal Rule of Civil Procedure 11, which, among other things, permits sanctions to be imposed where pleadings are submitted for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation.
- The arbitrator may issue orders (including subpoenas to third parties, to the extent permitted by law) allowing the parties to conduct discovery sufficient to allow each party to prepare that party's claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes. For example, the arbitrator shall apply the Apex Doctrine and preclude depositions of either party's current or former high-level officers absent a showing that the officer has unique, personal knowledge of discoverable information and less burdensome discovery methods have been exhausted.

Additionally, if, at any time, 25 or more similar demands for arbitration are asserted against either party or their related parties by the same or coordinated counsel or entities ("Mass Filing"), the additional protocols set forth below shall apply:

- NAM's Mass Filing Rules shall apply if the parties' dispute is deemed by NAM, in its sole discretion pursuant to the NAM Rules and this Dispute Resolution section, to be part of a Mass Filing.
- Any Mass Filing shall be subject to a bellwether proceeding intended to reach a fair and speedy resolution of all claims included in the Mass Filing. In any Mass Filing, NAM shall select 15 demands for arbitration to proceed ("Bellwether Arbitrations"). While the Bellwether Arbitrations are adjudicated, no other demand for arbitration that is part of the Mass Filings may be filed, processed, or adjudicated, and no filing fees for such a demand for arbitration shall be due from either party to the administrator. Any applicable statute of limitations regarding such a demand for arbitration shall remain tolled beginning when the Mass Filing claimant first provided the other party with its Dispute Notice, as defined above.
- Following the resolution of the Bellwether Arbitrations, the parties shall engage in a global mediation of all remaining demands for arbitration comprising the Mass Filing. The mediation shall be administered by NAM. If the parties are unable to resolve the remaining demands for arbitration comprising the Mass Filing within 30 days following the mediation, the remaining demands for arbitration comprising the Mass Filing shall be administered by NAM on an individual basis pursuant to the NAM Rules.

You and Gemini agree to abide by all decisions and awards rendered in such proceedings and you and Gemini agree that such decisions and awards rendered by the arbitrator shall be final and conclusive, except for any appeal rights under the FAA.

To the extent you or Gemini seek emergency relief in connection with any controversy, claim, or dispute arising out of or relating to this User Agreement or the breach thereof, or your relationship with Gemini, you and Gemini agree that this User Agreement restricts you or Gemini from seeking emergency relief from any court, including without limitation temporary restraining orders and/or preliminary injunctions, and you and Gemini agree that, to the extent either party breaches this User Agreement by seeking such relief from a court, that party shall be responsible for paying the opposing party's attorneys' fees in opposing such

relief, and the arbitrator shall render an award of such attorneys' fees at the earliest possible time after such fees are incurred.

Notwithstanding the foregoing obligation to settle disputes through arbitration, you or Gemini may assert claims, if they qualify, in small claims (or an equivalent) court in New York County or any United States county where you live. However, if the claims are transferred, removed, or appealed to a different court, they shall be subject to arbitration.

You and Gemini agree that you or Gemini may, without inconsistency with this arbitration provision, apply to any court for an order enforcing the arbitral award. You and Gemini irrevocably and unconditionally agree to waive any objection that you or Gemini may now or hereafter have to the laying of venue of any action or proceeding relating to enforcement of the arbitral award in the federal or state courts located in the State of New York.

You and Gemini agree that all such controversies, claims, or disputes shall be settled in this manner in lieu of any action at law or equity. In arbitration the parties waive their rights to have a jury trial.

IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE OR FOR ANY OTHER REASON LITIGATION PROCEEDS IN COURT THEN THE PARTIES AGREE THAT YOU AND GEMINI:

- TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS USER AGREEMENT OR THE SERVICES THAT GEMINI PROVIDES OR ANY OTHER MATTER INVOLVING US HERETO, AND
- SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE FEDERAL OR STATE COURTS LOCATED IN NEW YORK COUNTY, NEW YORK AND YOU AGREE NOT TO INSTITUTE ANY SUCH ACTION OR PROCEEDING IN ANY OTHER COURT IN ANY OTHER JURISDICTION.

You and Gemini agree to arbitrate solely on an individual basis, and agree and understand that this User Agreement does not permit class action or private attorney general litigation or arbitration of any claims brought as a plaintiff or class



member in any class or representative arbitration proceeding or litigation (“Representative and Class Action Waiver”). The arbitral or other tribunal may not consolidate more than one User’s claims and may not otherwise preside over any form of a representative or class proceeding. Nothing in this paragraph shall be construed to prohibit settlements on a class-wide or representative basis.

If any portion of this arbitration clause is held to be invalid or unenforceable, the remaining portions will nevertheless remain in force. In any case in which (1) the dispute is filed as a class or representative action and (2) there is a final judicial determination that all or part of the Representative and Class Action Waiver is unenforceable, the class and/or representative action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Representative and Class Action Waiver that is enforceable shall be enforced in arbitration. Additionally, if a court determines that a public injunctive relief claim may proceed notwithstanding the Representative and Class Action Waiver, and that determination is not reversed on appeal, then the public injunctive relief claim will be decided by a court after any individual claims are arbitrated, and the parties will ask the court to stay the public injunctive relief claim until the other claims have been finally concluded in arbitration.

EVEN IF YOU AND GEMINI HAVE ENTERED INTO ANY OTHER AGREEMENT, THESE DISPUTE RESOLUTION TERMS SHALL GOVERN THE RESOLUTION OF ANY AND ALL DISPUTES ARISING FROM OR RELATED TO THE RELATIONSHIP BETWEEN YOU AND GEMINI, EXCEPT AS PROVIDED BELOW. NOTWITHSTANDING THE FOREGOING OR ANY OTHER PROVISION IN THIS DISPUTE RESOLUTION CLAUSE OR THIS USER AGREEMENT, OTHER THAN DISPUTES ARISING SOLELY OUT OF OR RELATING SOLELY TO THE CREDIT CARD SERVICES, DISPUTES ARISING OUT OF OR RELATING TO ANY GEMINI CREDIT CARD YOU MAY HAVE SHALL BE GOVERNED EXCLUSIVELY BY THE ARBITRATION CLAUSE IN THE GEMINI CREDIT CARD CARDHOLDER AGREEMENT, AND NOT BY THIS ARBITRATION CLAUSE.

You agree that this section of this User Agreement has been included to rapidly and inexpensively resolve any disputes with respect to the matters described

herein, and that this section shall be grounds for stay or dismissal of any court action commenced by you with respect to a dispute arising out of such matters. A printed version of this User Agreement shall be admissible in judicial or administrative proceedings.

## **State License and Regulatory Disclosures**

### **Alaska**

Alaska Department of Commerce, Community, and Economic Development  
We are licensed as a money transmitter in the State of Alaska. Please note that this license does not cover the transmission of virtual currency. If you are located in the State of Alaska and have a complaint, please first contact Gemini Support at one of the three methods provided in the Questions, Feedback, and Complaints section.

For Alaska Residents Only:

If your issue is unresolved by Gemini Trust Company, LLC [Tel. +1 (866) 240-5113], please submit formal complaints with the State of Alaska, Division of Banking & Securities.

Please download the form here:

<https://www.commerce.alaska.gov/web/portals/3/pub/DBSGeneralComplaintFormupdated.pdf>

Submit formal complaint form with supporting documents: Division of Banking & Securities PO Box 110807 Juneau, AK 99811-0807

If you are an Alaska resident with questions regarding formal complaints, please email us at [dbs.licensing@alaska.gov](mailto:dbs.licensing@alaska.gov) or call Nine Zero Seven Four Six Five Two Five Two One.

### **Colorado**

Colorado Division of Banking  
Colorado Money Transmitters Act

## CUSTOMER NOTICE

Entities other than FDIC insured financial institutions that conduct money transmission activities in Colorado, including the sale of money orders, transfer of funds, and other instruments for the payment of money or credit, are required to be licensed by the Colorado Division of Banking pursuant to the Money Transmitters Act, Title 11, Article 110, Colorado Revised Statutes.

If you have a Question about or Problem with YOUR TRANSACTION – THE MONEY YOU SENT:

You must contact the Money Transmitter who processed your transaction for assistance. The Division of Banking does not have access to this information.

If you are a Colorado Resident and have a Complaint about THE MONEY TRANSMITTER – THE COMPANY THAT SENT YOUR MONEY:

ALL complaints must be submitted in writing. Please fill out the Complaint Form provided on the Colorado Division of Banking's website and return it and any documentation supporting the complaint via mail or email to the Division of Banking at:

Colorado Division of Banking

1560 Broadway, Suite 975

Denver, CO 80202

email: [DORA\\_BankingWebsite@state.co.us](mailto:DORA_BankingWebsite@state.co.us)

website: [banking.colorado.gov/industry/money-transmitters](https://banking.colorado.gov/industry/money-transmitters)

## Hawaii

Digital Currency Innovation Lab

### CUSTOMER NOTICE

*Gemini is providing services to you as a participant in a special Hawaii project, which ends on December 31, 2022. At the end of the project term, Gemini may be required to close all accounts for Hawaii customers and cease operations. Gemini will notify Hawaii customers in advance if accounts must be closed.*

*Hawaii customers who choose to open accounts with Gemini are advised that the virtual currency or digital currency purchased, whether as an investment, for making payments, or other purposes, may lose value, including the loss of some or all of your original purchase amount.*

At the conclusion of the project, customers may contact Gemini Customer Support with any account inquiries at our [Help Center](#); by sending an email through the Gemini website at <https://gemini24.zendesk.com/hc/en-us>; by writing to Gemini Trust Company, LLC, 600 Third Avenue, 2nd Floor, New York, NY, 10016; by calling Gemini Customer Support at +1 (866) 240-5113 (toll-free in the USA); or by sending a direct message to @GeminiSupport on Twitter. Please note that customers are encouraged to contact Gemini Customer Support at any time throughout the duration of the program. Gemini live Customer Support is available seven (7) days per week from 8 AM to 11 PM EST.

If your issue is unresolved by Gemini, please submit formal complaints to the Hawaii Division of Financial Institutions, Department of Commerce and Consumer Affairs ("DFI"). Complaints should be in writing, and the use of DFI Form CC is preferred, but not required. You may also obtain the form from the DFI office.

Information that you should include in your written complaint:

1. Your name, address, email address, and telephone number.
2. Name of the institution the complaint is against, name of the branch office (if applicable), address, and telephone number.
3. Detailed description of the specific complaint against the institution, giving the dates involved, and the names of the people with whom you dealt.
4. Names, addresses, and telephone numbers of the persons you have dealt with who are important to your complaint.
5. Copies (not originals) of all pertinent documents, such as contracts, letters, receipts, and statements.
6. Description of the resolution you desire or would find acceptable.
7. Your signature and the date signed.

Complaints can be mailed, delivered, or emailed to:

If by mail:

Hawaii Division of Financial Institutions  
Department of Commerce and Consumer Affairs  
P.O. Box 2054  
Honolulu, HI 96805

If in person or by courier:

Hawaii Division of Financial Institutions  
Department of Commerce and Consumer Affairs  
335 Merchant Street, Room 221  
Honolulu, HI 96813

If by email:

Email: [dfi@dcca.hawaii.gov](mailto:dfi@dcca.hawaii.gov)

DFI will submit your complaint to the institution, requesting a response back to you within two to three weeks, along with a copy to DFI.

## **Maryland**

Office of the Commissioner of Financial Regulation

If you are located in the State of Maryland and have a complaint, please first contact Gemini Support at one of the three methods provided in the Questions, Feedback, and Complaints section. If you still have an unresolved complaint, please fill out the Complaint form provided on the Maryland Office of the Commissioner of Financial Regulation's website. The Maryland Office of the Commissioner of Financial Regulation can be reached at 410- 230-6100 or toll free 888-784-0136 with any questions.

Complaints can be mailed, delivered, or emailed to:

If by mail or in person:

Office of the Commissioner of Financial Regulation  
ATTN: Consumer Services  
Unit 500 N. Calvert Street, Suite 402  
Baltimore, MD 21202

If by Facsimile (Fax)

Fax to: 410-333-3866  
Mark your fax to the attention of the Consumer Services Unit.

If by email:

Email to: DLFRComplaints-LABOR@maryland.gov

Be sure to include the complaint form and supporting documentation as attachments.

## **New York**

New York State Department of Financial Services

Gemini Trust Company, LLC is licensed to engage in Virtual Currency Business Activity by the New York State Department of Financial Services. If you are located in the State of New York and have a complaint, please first contact Gemini Support at one of the three methods provided in the 'Questions, Feedback, and Complaints' section. If you still have an unresolved complaint, you may also direct your complaint to the attention of: New York State Department of Financial Services, One State Street, New York, NY 10004-1511; +1 (212) 709-1540. Please visit [www.dfs.ny.gov](http://www.dfs.ny.gov) and use the New York State Department of Financial Services Consumer Complaint Portal to file a complaint with DFS.

## **Ohio**

Ohio Department of Commerce

We maintain a money transmission license in the State of Ohio and are therefore subject to the requirements of the Ohio money transmission statutes. Any regulated services provided to users located in the State of Ohio shall be characterized as money transmission and not as trust services performed on behalf of our users in the State of Ohio. If you are a user located in the State of Ohio, we are not providing any trust services to you or to any other user in the State of Ohio in the course of you visiting, accessing, or using Gemini hereunder. Any reference in the User Agreement to fiduciary services provided by us on your behalf shall refer, in the case of users in the State of Ohio, to our fiduciary obligations as a licensed money transmitter in Ohio.

## **Oregon**

## Oregon Department of Insurance and Finance

We maintain a money transmission license in the State of Oregon and are therefore subject to the requirements of the Oregon money transmission statutes. Any regulated services provided to users located in the State of Oregon shall be characterized as money transmission and not as trust services performed on behalf of our users in the State of Oregon. If you are a user located in the State of Oregon, we are not providing any trust services to you or to any other user in the State of Oregon in the course of you visiting, accessing, or using Gemini hereunder. Any reference in the User Agreement to fiduciary services provided by us on your behalf shall refer, in the case of users in the State of Oregon, to our fiduciary obligations as a licensed money transmitter in Oregon.

If you are located in the State of Oregon and have a complaint, please first contact Gemini Support at one of the three methods provided in the 'Questions, Feedback, and Complaints' section. If you still have an unresolved complaint regarding our money transmission activity, you may also direct your complaint to the attention of: Oregon Division of Financial Regulation, P.O. Box 14480, Salem, OR 97309-0405; +1 (866) 814-9710 (toll-free in the USA). Please visit <http://dfr.oregon.gov/> for additional information.

## Texas

### Texas Department of Banking

If you are located in the State of Texas and have a complaint, please first contact Gemini Support at one of the three methods provided in the 'Questions, Feedback, and Complaints' section. If you still have an unresolved complaint regarding our money transmission activity, you may also direct your complaint to the attention of: Texas Department of Banking, 2601 North Lamar Boulevard, Austin, TX 78705; +1 (877) 276-5554 (toll-free in the USA). Please visit [www.dob.texas.gov](http://www.dob.texas.gov) for additional information.

## Questions, Feedback, and Complaints

If you have any questions, would like to provide feedback, or would like more information about Gemini, please feel free to reach out or to visit our [Help Center](#). If you would like to lodge a complaint, please contact our Customer Support Team using one of the following methods:

- Contact our customer support team by visiting our [Help Center](#)
- Write to Customer Support at:  
Gemini Trust Company, LLC, 600 Third Avenue, 2nd Floor, New York, NY 10016; or
- Call Customer Support at +1 (866) 240-5113 (toll-free in the USA).

## **Submissions to Gemini**

We cannot agree to obligations of confidentiality or nondisclosure with regard to any unsolicited information you submit to us, regardless of the method or medium chosen. By submitting unsolicited information or materials to us or any Gemini Service Provider, you or anyone acting on your behalf, agree that any such information or materials will not be considered confidential or proprietary.

We do not provide any facility for sending or receiving private or confidential electronic communications. You should not use Gemini to transmit any communication for which you intend only you and the intended recipient(s) to read. Notice is hereby given that all messages and other content entered using Gemini can and may be read by us, regardless of whether we are the intended recipients of such messages. Nevertheless, access to messages and other content will be accessible only by employees and Gemini Service Providers that reasonably need such access.

Digital Asset trading involves a high degree of risk. The Digital Asset market is new and unproven and may not grow. Digital Assets may experience frequent price volatility due to (i) the small use of Digital Assets in the retail and commercial marketplace in comparison to relatively large use by speculators and (ii) the lack of assurance that a person or institution who accepts Digital Assets as payment today will continue to do so in the future. Such price volatility may adversely affect an investment in Digital Assets so prior to using Gemini, please evaluate the merits



and risks of the investment and be able to bear the economic risk of losing your entire investment in a short period of time. No material on Gemini should be considered as an offer by Gemini to sell or solicitation by Gemini of any offer to buy Digital Assets.

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<sup>1</sup>A Gemini Depository Account is the exchange account associated with a Gemini user.

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<sup>2</sup>A Gemini Custody Account is a segregated custody or cold storage account.